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Current Topics.

Lord Oxford and Asquith.

WHILE COMMENT on the political aspect of Lord OXFORD AND ASQUITH'S abdication of the leadership of the Liberal Party is outside our province, it is not unfitting, in view of the fact that we can claim him as a distinguished member of the profession, that we should at least record the step which he has just taken. It is true that Mr. ASQUITH, the name by which we best know him, has for many years past been so absorbed in politics that his legal associations were apt to be forgotten. It is worth recalling, therefore, that for many years he was in active practice, first as a busy junior and then as a busy silk. A pupil in the chambers of BOWEN, he became, like his master, not only a sound lawyer, but a scholarly exponent of the law. In The Law Society's Calendar for 1885 the curious may find the interesting item that for that year the lecturer on Common Law was Mr. H. H. ASQUITH, the unique instance of a Law Society's lecturer destined before many years to fill the office of Prime Minister of England. As a junior in the Parnell Commission his name came prominently before the public; in 1890 he took silk and two years later he entered the Cabinet as Home Secretary. Since then his career, save for a brief return to the bar, has been exclusively political, but it is interesting to remember that shortly after his acceptance of a peerage he was made a member of the Judicial Committee of the Privy Council, thereby becoming entitled, not merely to take part in the work of that tribunal, but likewise to sit as a member of the House of Lords in its judicial capacity. In this fashion the legal ties, severed for a time in Lord OXFORD AND ASQUITH'S career, were happily re-knit.

Judicial Costume.

THE FACT that for the first time since the establishment of the Irish Free State the High Court judges of that Dominion sat in court last week in wigs and gowns similar to those worn while the whole of Ireland was part of the United Kingdom, is a noteworthy recognition of the enhanced dignity given to the judicial office by picturesque robes. According to PASCAL the magistracy of France early saw the importance of a dignified costume, and the same holds true of the judicial officers of other countries, even the most democratic. When the American colonies renounced allegiance to the British Crown, much controversy arose on the question whether their judges should continue to wear an official dress. JEFFERSON was opposed to any needless official apparel, protesting especially against "the monstrous wig," which, he said, "makes the English judges look like rats peeping through bunches of oakum"; HAMILTON was in favour of both wig and gown; while BURR considered that the gown should be worn, but not the "inverted woolsack termed a wig." In the end the gown was adopted by the Supreme Court but the wig discarded. The judges of the other United States courts for long renounced official costume, but the tendency in more recent times is in many cases to follow the practice of the Supreme Court. We do not know how it is in other countries, but in England a judge provides his robes at his own costs and charges, and the expense, as may be inferred from the number and variety of these vestments, is no light one. It is said that many years ago, when his friends were warmly congratulating a newly appointed judge, one of his colleagues, noted for his somewhat austere and even gloomy outlook, instead of joining in the congratulatory chorus, merely informed him that his robes would cost him a great deal of money!

A Curious Nullity Case.

LORD MERRIVALE, last week, tried a curious nullity petition in which the parties sought to set aside their marriage on the ground that neither of them had any idea that what took place at the register office was a ceremony of marriage (*Neuman* v. *Neuman otherwise Greenberg*, 15th October, 1926). The parties were orthodox Jews, and the petitioner was a rabbi, and a member of the priestly family of COHENS, who by Jewish law are unable to marry divorced persons. The respondent had in fact divorced her previous husband, but at the time of the ceremony, which took place at the register office, this fact was not known to the petitioner, nor at that time was the respondent aware that the petitioner was a COHEN, whom, of course, she could not marry. The petitioner could not speak English, nor did the respondent understand English at all well, and they were both under the impression at the time of the ceremony in the register office, that they were merely going through some formality for the purpose of obtaining a special licence in order to enable them to be married at the Synagogue earlier than they could otherwise have done, and they did not realise at all that what was in fact being performed was a ceremony of marriage. LORD MERRIVALE, being satisfied that there had in fact been a genuine mistake on the part of both parties as to the nature of the ceremony at the register office, granted a nullity. Such cases as these forcibly illustrate the principle that marriage is to a large extent a matter of contract, which may be avoided in cases where there is fundamental operative mistake. A case that is somewhat similar to *Neuman* v. *Neuman*, *supra*, is the case of *Szapira* (*otherwise Lieberman*) v. *Szapira*, *Times*, 22nd December, 1898; 24th January, 1899. There, also, the parties were of Jewish persuasion, and had gone through a ceremony of marriage before a registrar. The petitioner alleged that she thought the ceremony was merely a ceremony of betrothal similar to that recognised in the Jewish Church, and the court, on these facts, granted a decree of nullity. For similar cases reference may be made (*inter alia*) to *Ford* v. *Stier*, 1896, P.1,

where the petitioner went through a ceremony of marriage at a church in the belief that she was merely being betrothed, and *Hull* v. *Hull*, 24 T.L.R. 756, where the petitioner went through a ceremony of marriage at a registry office, in the mistaken belief that she and her fiancé were merely putting their names down for the purpose of being married in the future. In both these cases nullity decrees were granted.

A Legal Anthology.

MR. JOHN BUCHAN, the essayist and novelist, has not forgotten his association with the law in his new volume of "Homilies and Recreations." There he tells us that the law reports are still the first thing that he reads in the morning paper, and indeed, so interested does he continue to be in legal dissertations that in his essay on "Judicial Temperament," he says that he has "sometimes had an idea of compiling a legal anthology of those judgments which are good literature as well as good law." In most cases it requires some courage to collocate the terms "judgments" and "literature," but there have been, and there still are, those who have not only been great masters of the law, but masters of the art of clothing their judicial pronouncements in scholarly and elegant English. One of the finest examples of a judgment which is at the same time good law and good literature, is that delivered by Lord Chief Justice COLERIDGE, in *Reg.* v. *Dudley and Stephens*, 14 Q.B.D. 273. There the court decided that sailors who, in order to escape death from hunger, killed one of their number, were guilty of murder, although they believed that what they did afforded the only chance of preserving their lives. Dealing with the argument that the killing was justified by necessity, the Lord Chief Justice said that "to preserve one's life is, generally speaking, a duty, but it may be the plainest and the highest duty to sacrifice it. War is full of instances in which it is a man's duty not to live, but to die. The duty, in case of shipwreck, of a captain to his crew, of the crew to the passengers, of soldiers to women and children, as in the noble case of the "Birkenhead"; these duties impose on men the moral necessity, not of the preservation, but of the sacrifice of their lives for others, from which, in no country, least of all, it is to be hoped, in England, will men ever shrink, as indeed, they have not shrunk. It is not correct, therefore, to say that there is any absolute or unqualified necessity to preserve one's life . . . It would be a very easy and cheap display of common-place learning to quote Greek and Latin authors, from HORACE, from JUVENAL, from CICERO, from EURIPIDES, passage after passage, in which the duty of dying for others has been laid down in glowing and emphatic language as resulting from the principles of heathen ethics; it is enough in a Christian country to remind ourselves of the Great Example whom we profess to follow." Except, perhaps, the late Mr. Justice STEPHEN, who thought the judgment was too rhetorically expressed, no one could read Lord COLERIDGE'S words without being impressed and moved by their beauty and aptness, and, certainly, they could not be omitted from such an anthology as Mr. BUCHAN has occasionally contemplated. Equally delightful as literature were many of the judgments of Lord BOWEN and Lord MACNAGHTEN, while for piquancy and a certain causticity of humour room would have to be found for not a few of those delivered by Lord SUMNER.

Contrasts in Bail.

TWO CASES reported in a recent number of *The Times*, afford a remarkable juxtaposition. Each involved a charge against a motorist, and in each case a death had resulted, so both were serious. In one, the charge was of drunkenness while driving a car, of driving to the danger of the public, and of causing grievous bodily harm to three persons, one of whom had since died. The case was adjourned, and the defendant was allowed bail in his own recognisances of £1,000, and two sureties of £500 each. In the other, the defendant was remanded on a coroner's warrant, for manslaughter, with bail of £100, and one surety of £100. Thus one-twentieth of the bail for the lighter was allowed for the graver offence. On the face of it this, of course, appears an injustice, but so many factors contribute to the nomination of the figure, that no reliable conclusion could be drawn without further knowledge of all the circumstances in each case. The aim of bail, as stated in the current "Stone's Justice's Manual," p. 200, is "to fix such a sum as, having regard to the circumstances of the case, and the means of the party, may be likely to secure his appearance at the trial." It is obvious that a man of great wealth, knowing he was likely to be found guilty of a serious offence, would gladly forfeit £100, or even £1,000, to be free, whereas such a sum might represent the life savings of a poorer one, and all that stood between him and destitution. Thus, to fix identical bail in two such cases would be foolish. Probably the highest bail on record still remains that of the notorious Tammany boss, Mayor TWEED, of New York, who was accused of fraudulently and unlawfully obtaining 6,000,000 dollars of the city's funds, and who was held to bail in the sum of 3,000,000 dollars, or over £600,000. Other examples given from America are 112,000 and 25,000 dollars. Then the fairly recent case of Captain C. H. ATTFIELD will be remembered, whose bail on a charge of gun-running was fixed at £10,000, a sum which he could not furnish. Provision against excessive bail is made in the Bill of Rights, but this would only apply to bail purposely fixed so high that it was a practical denial of liberty.

Loud Speakers from Aeroplanes.

UNDER THE suggestive caption "The Heavens fill with Shouting," an evening newspaper deals with an invention by which "a word spoken in an ordinary tone into a special microphone is so magnified and radiated downwards that it can be made audible without distortion to vast concourses of people in cities." A lurid nightmare is then suggested of the skies being crowded with aeroplanes bawling stentorian demands for all hearers to take A's pills or use B's soap, and the plaintive hope is finally expressed that "the law which checks the muffin-man's ringing will have a care of us and save us from the booming voice." The writer no doubt possesses a vivid imagination, but a loud speaker which can be operated from an aeroplane, even a mile above the earth, is at least a possibility. Mr. KIPLING indeed has used the idea in one of his stories, of a city being subjected to a terrible droning noise from above to punish its inhabitants for insubordination. Is then the law's arm, which curbs the muffin-man, strong enough to reach such a new type of Blatant Beast? The right answer must surely be the classical one, that the public can sleep quietly in their beds. The Legislature could cope with aerial loud speakers, just as it did with wireless, aeroplanes, high explosives, electricity, and railways, when the need arose; but it is even doubtful whether the need for legislation would arise. A public nuisance by noise is, of course, a considerable rarity, for such a matter is almost invariably dealt with by civil process on the part of particular persons aggrieved; but it has been clearly laid down that noise in sufficient volume may be a public nuisance: see *R.* v. *Smith*, 1725, 2 Str. 704, where "the defendant was convicted on an indictment for making great noises in the night with a speaking-trumpet, to the disturbance of the neighbourhood, and fined £5." In *Soltau* v. *de Held*, 1851, 2 Sim. N.S. 133, a civil case of nuisance from the ringing of church bells, judgment proceeded on the footing that the nuisance was a public one, and the case is authority as to civil proceedings in such circumstances. In *R.* v. *Allen*, 1803, 4 Esp. 200, an indictment against a tinman for undue noise in his work failed because only three houses were proved to be affected. Obviously, however, a loud speaker from a mile up must be a public nuisance or none at all. Should the thing really become practicable in the near future, one would expect either the most stringent control or Government monopoly, on the lines of the law as to broadcasting.

The Courts of Scotland.

While commercial law has gradually been in process of assimilation, it is sometimes a matter of regret that in two countries so closely related as England and Scotland the procedure in the courts should be so different. So many concerns north of the Tweed have now their headquarters in London, and so many English firms large business interests in Scotland, that English solicitors are frequently faced with the problem of advising clients off hand on matters depending on Scots procedure. To this end it is the purpose of these articles to sketch in outline the various courts of Scotland and the procedure therein.

The Supreme Court of Scotland is the Court of Session. The only appeal from that court is to the House of Lords. The Court of Session derives its name from the fact that when it was established in 1532, unlike the King's Council, to most of whose judicial functions it succeeded, it was not itinerant but held its sessions at fixed times and places. The court consists of thirteen judges, five of whom sit in the Outer House as judges of the first instance. Of the remaining eight four sit in each division of the Inner House as appellate judges. Each division of the Inner House possesses co-ordinate jurisdiction. The First Division is presided over by the Lord Justice General, who is usually designated Lord President, and is the premier judge in Scotland. The Second Division is presided over by the Lord Justice Clerk. The judges of the Outer House are known as Lords Ordinary. Appeal lies from their judgments as also from judges of inferior courts to the Inner House. The divisions of the Inner House never sit as courts of first instance except in a few cases appropriated to them by statute or by custom, or where the court is asked to exercise the *nobile officium*, i.e., the sovereign jurisdiction claimed by the court to exercise law making power in cases of necessity where no provision has been made by statute. Where opinion is equally divided in the division the case may be re-heard before seven judges, and in cases of extreme difficulty before the whole court. Except in those cases which have been appropriated to a particular Lord Ordinary by statute or by Act of Sederunt (corresponding to Rul· of Supreme Court, England) the pursuer, as the plaintiff is called in Scotland, may select any Lord Ordinary to try his case, and at the same time the division to which he intends, if he so desires, at a later stage to appeal. Power is vested in the Lord President to transfer causes from one Lord Ordinary to another and from one division to another to prevent congestion of business. All civil actions except those which by statute are within the privative jurisdiction of inferior courts and will be dealt with under that head, are triable in the Court of Session. The court never goes on circuit. It always sits at Edinburgh. With a trifling exception to be noticed hereafter, only counsel or the parties to the cause have a right of audience.

Jurisdiction.

The jurisdiction of the Scots Courts depends on certain considerations which are rather different in some respects from those obtaining in England. Thus jurisdiction of the Court of Session may be constituted over a person, viz. :—

1. By possession of real property in Scotland. The possession must be beneficial, and not merely the possession of one feudally vest in the property : Hastie, 13 R. 843.

2. By residence or domicile of succession being in Scotland. Wives or pupils (infants) take the domicile of the husband or father : Low 19 R. 115. Under this head an English company is subject to the jurisdiction of the court if it has a branch office with power to contract or settle claims in Scotland.

3. By personal service of the summons in Scotland when the cause of action, whether contract or delict (tort) arose there.

4. By residence for forty days in Scotland prior to the action. In cases where the defender is a Scotsman, the jurisdiction extends to the period of forty days after his leaving Scotland, but in case of others the jurisdiction ceases on leaving unless the defender has been personally served with the summons before leaving : Corstorphine 1 F. 287. In the case of travellers and soldiers and persons with no fixed place of abode it is sufficient if they are personally served with the summons.

5. By reconvention. When a foreigner brings an action in Scotland the court has jurisdiction against him in all claims between him and the defender arising out of the same transaction.

6. By arrestment *ad fundandam jurisdictionem*. This is a convenient process enabling the court to exercise jurisdiction over foreigners who have any moveable property in Scotland. Letters of arrestment are served on the foreigner if in Scotland, and if not, then they are served edictally, i.e., published in the register of edictal citations at Edinburgh and notice sent to the defendant's address if known. The arrestment places no nexus on the foreign defendant's property, but merely gives the court jurisdiction. If it is desired to attach the property in security of any judgment that may thereafter be pronounced by the court, the property must be arrested on the dependence of the action.

7. By prorogation when the parties to the action or one of them might object, but they waive any objections to the jurisdiction of the court.

8. In actions of multiplepoinding, where the fund in *medio* is in Scotland. This action is in some respects like garnishee proceedings in England. Where two or more claimants exist to a fund held by a third person in Scotland, the latter pays the fund into court or holds it to the order of the court and is then discharged from liability. In such case the court has jurisdiction over all the claimants.

The Commencement of Proceedings.

Actions are commenced in the Court of Session by a writ called a summons. The summons runs in the name of the Sovereign, and is directed to officers of the court, called Messengers-at-Arms. This is called the address. Then follows (1) the names and designations of the parties ; (2) the conclusions or the remedy that the pursuer seeks from the court including expenses ; (3) the will. This is in the form of a charge to the messengers to cite the defender to appear, and is the warrant or authority to serve the summons. If the summons contains pecuniary conclusions, and it is desired to arrest his property in security, a warrant to do this may also be inserted. Following upon this is the condescendence, which, in some ways, corresponds to the statement of claim in England. It is a narrative in the form of numbered paragraphs, setting forth all the facts upon which the pursuer relies to prove his case. Subjoined to the condescendence are the pursuer's pleas in law. These are short legal propositions, numbered separately, which the pursuer says entitle him in law to the remedy he seeks, assuming that he is able to establish the facts set forth in the condescendence. The summons is signed at the foot of each page, and at the end by a solicitor practising in the Supreme Court, and if he is not also a Writer to the Signet, it must also be signed by someone having that qualification. It is then taken to the signet office where it is sealed and dated, and thereafter may be served.

Service.

Service on the defender is executed in four ways : (1) by a messenger-at-arms handing to the defender personally a copy of the summons with a schedule of citation annexed, requiring the defender to appear in answer to the summons within the *induciae*. The *induciae* is the period mentioned in the summons, which must elapse after service, before the summons can be called in court. The usual period if the defender is in Scotland is seven days ; (2) by leaving a copy of the summons with citation subjoined for the defender at his dwelling-place ; (3) by a solicitor sending a copy of the summons, with citation annexed, in a registered letter,

addressed to the defender at his known residence or place of business. In such case the *induciae* does not begin to run till twenty-four hours after posting; (4) where the defender cannot be found, or has no known residence or place of business in Scotland, service may be made by delivery of a copy of the summons with citation annexed, at the office of Edictal Citations, Edinburgh. In this case it is usual to send notice to the defender if his address outwith the jurisdiction be known. As in England, service may be dispensed with where the defender's solicitor agrees to accept service.

On the expiry of the *induciae*, the summons is lodged for calling and appears on the printed calling list. If the summons is not "called" on one of the three days next after the expiry of the *induciae*, the defender can bring the action to an end by means of protestation, but this procedure is rarely resorted to, and may usually be defeated by payment of a fine. If the defender intends to defend the action he must enter appearance on the day the summons calls, or on one of the two succeeding days. The defence must be lodged within ten days thereafter. If appearance is not entered or the defence is not lodged timeously, the case may usually be enrolled in the undefended roll and the pursuer obtains a decree in absence. This procedure does not apply to actions of reduction or to consistorial actions. Where the defender has allowed decree in absence to pass against him through inadvertence or otherwise, procedure exists enabling him to have the decree recalled on payment of costs so long as the decree has not been implemented.

(To be continued.)

Justices' Jurisdiction as to the Adoption of Children.

ADOPTION, though recognised in many countries, has been hitherto an empty form, of no legal effect, in this country. The Adoption of Children Act, 1926, therefore, marks an important and far-reaching change in the law.

Jurisdiction is conferred upon the High Court, County Courts, and Courts of Summary Jurisdiction, at the option of applicants, subject to rules that may be made by the Lord Chancellor. It seems clear, therefore, that the benefits of the Act will be available equally to rich and poor, and that, as is usual in such a case, the already over-worked police-court will come in for its full share of the new work.

Applications to adopt an infant may be made only by a person who is resident and domiciled in England or Wales and in respect only of an infant who is a British subject, who has never been married, and who is resident in England or Wales. The applicant must be at least twenty-five years of age, and at least twenty-one years older than the infant; but the court may, if it thinks fit, make an order when the difference in age is less than twenty-one years if the applicant and the infant are within the prohibited degrees of consanguinity (not affinity, be it noted).

A male person may not become the sole adopter of a female infant unless the court is satisfied that special circumstances justify the making of an order as an exceptional measure.

Only one person may adopt, save when the application is by two spouses jointly; and by s. 2 (4)—

> "An adoption order shall not be made upon the application of one of two spouses without the consent of the other of them:
>
> "Provided that the court may dispense with any consent required by this sub-section if satisfied that the person whose consent is to be dispensed with cannot be found or is incapable of giving such consent or that the spouses have separated and are living apart and that the separation is likely to be permanent."

The question whether the separation of two spouses is likely to be permanent may, of itself, involve a lengthy and difficult inquiry. Anyone who has had much experience of litigation between husbands and wives of the poorer class will realise that it is almost impossible to forecast the length of time a separation will endure, even under an order of the court. Adoption by one party, while the position of the two with regard to each other is uncertain, seems highly undesirable. No child ought to be adopted if the result will be his introduction into an unsettled household in which unknown elements may upset quiet and regular home life.

Section 2 (3) reads:—

> "An adoption order shall not be made except with the consent of every person or body who is a parent or guardian of the infant in respect of whom the application is made or who has the actual custody of the infant or who is liable to contribute to the support of the infant:
>
> "Provided that the Court may dispense with any consent required by this sub-section if satisfied that the person whose consent is to be dispensed with has abandoned or deserted the infant or cannot be found or is incapable of giving such consent or, being a person liable to contribute to the support of the infant, either has persistently neglected or refused to contribute to such support or is a person whose consent ought, in the opinion of the court and in all the circumstances of the case, to be dispensed with."

It may be necessary, on this point also, to embark upon a somewhat exhaustive inquiry. Sometimes a local authority, or a board of guardians, or the managers of a reformatory or industrial school may have to be consulted.

"Has abandoned or deserted" must mean "has abandoned or deserted and is still abandoning or deserting," and not to refer to some previous act of abandonment or desertion which has been remedied by subsequent good care and treatment.

Salutary restrictions on payments to adopters are contained in ss. 3 (c) and 9 of the Act.

Wide discretion, and consequently great responsibility, is conferred upon the court by s. 4, which enacts that—

> "The Court in an adoption order may impose such terms and conditions as the Court may think fit and in particular may require the adopter by bond or otherwise to make for the adopted child such provision (if any) as in the opinion of the Court is just and expedient."

Only experience, coupled with guidance furnished from time to time by cases in the High Court, can enable inferior courts to establish anything like a practice as to the type of condition best to be imposed; and, clearly, cases will differ very widely. Education and religion are two points most likely to need specific provisions.

The effect of an adoption order, as set forth in s. 5, is to place adopter and adopted in exactly the same position as parent and child in respect of most of their respective rights, duties, obligations and liabilities, and to extinguish the entire relationship previously existing between the real parent or guardian and the infant for all purposes. The great exception is in respect of property; an adoption order neither deprives the infant of any right to or interest in property nor confers any right or interest. Certain rights in insurance policies are however, transferred upon the making of an adoption order. This is in accordance with the rule that an insurer must have an insurable interest in the subject-matter of the insurance.

There is a useful provision in s. 6, that interim orders giving custody for not more than two years, as a probationary period, may be made upon terms settled by the court. In matters of such grave importance as a change of parents the interests of the child will often be best served by the making, in the first instance, of an order of that temporary nature.

De facto adoptions may be recognised and confirmed, under s. 10, without the usual consents, and notwithstanding that the adopter is a male and the infant a female. Here, as indeed in all proceedings under this Act, the court is to be satisfied that it is acting in the interests of the welfare of the infant.

(To be continued.)

A Conveyancer's Diary.

Title made by Tenant for Life and Remaindermen.

"A pre-1926 deed conveys the freehold to A for life, with remainder to her two daughters in fee simple as tenants in common. All parties are *sui juris* and desire to sell. There are no S.L.A. trustees."

"Assuming the correctness of your reply to *Q.* 470 that a vesting deed is necessary in the above simple case, in order that a title may be made on sale, why was it necessary that the persons interested should be saddled with the expense of an appointment of trustees and a vesting deed?"

Such is one of several co-called posers suggested for discussion in the special articles which are shortly to appear in our columns. The reply which would be there made, however, seems so obvious that it appears better to deal with the matter without delay.

It has clearly been decided by the various committees appointed to deal with the Law of Property Amendment Bills, that the only way to approximate the title of land to stock was to make the legal fee simple, speaking broadly, an indivisible estate. Once that is granted, it necessarily follows that it cannot be divided into life estates and remainders.

It also follows that all modes of making title to land which are not based upon an indivisible legal estate should be not only discouraged, but forbidden. It is the effect of this policy that is felt by members of the family entitled under the settlement, as opposed to the public. The committees above referred to had to decide between abolishing settlements of land altogether, or to allow them to exist in a form no longer imposing unnecessary burdens on an unsuspecting public. There can be no doubt that the former liberty, which allowed to the subject to complicate his title in any way he thought fit, was systematically abused. The knife was required to end this, otherwise purchasers under the new law would have been called on to put to rights the titles of their vendors in the old-fashioned way.

Now to consider the proposed transaction. The method of making title by a tenant for life and remaindermen was fundamentally bad under the old practice. The purchaser had to investigate the title of the tenant for life, and of each remainderman. In addition to that he had to see that the duties which would become payable on the death of the tenant for life were either paid, commuted or otherwise provided for. Why should he be called on to deal with these family matters? How could the Inland Revenue be expected to take off the charge if the death duties remained?

Even under the old law the proper practice was to make title under the Settled Land Act, 1882, though in many cases the purchaser was precluded from insisting on this.

Again, is the new method as complicated as it is suggested? Clearly not; the only necessary matters for putting the title in order are the execution of an appointment of S.L.A. trustees by the tenant for life, and the two remaindermen which need not be under seal: S.L.A., 1925, s. 30; T.A., 1925, s. 36; followed by a vesting deed by the S.L.A. trustees in favour of the tenant for life.: S.L.A., 1925, 1st Sched., Form No. 1.

The gravamen of the whole charge amounts simply to this, that it is a hardship for the persons beneficially interested in land to be called on to do anything, however simple, to put their titles in decent order. Would any one contend that the legislature is wrong in compelling vendors of milk to take proper precautions that the article sold is unadulterated?

It is not too much to predict that the self-same landowners who are anxious to sell, but who object to making their title a good one, when they come to acquire land will think differently.

Landlord and Tenant Notebook.

Warranty as to Fitness of Premises.

One is often asked the question, how far does a lessor warrant that the demised premises are in a fit condition for occupation by the lessee? In such cases the maxim *Caveat Lessee* would appear to be strictly applicable, although there are a few important exceptions thereto.

A recent and useful illustration of the principle that there is no such warranty by a landlord is afforded by *Cheater* v. *Cater*, 1918, 1 K.B. 247. There a landlord let a farm, retaining in his possession adjoining land on which were growing yew trees, overhanging the boundary and within reach of any cattle that there might be on the demised farm. A mare belonging to the tenant ate of the branches of the yew tree and died. It was held that the lessor was not liable. It should be observed, however, that the yew trees overhung the land at the time the plaintiff's mare ate of them substantially to the same extent and in the same condition as at the commencement of the tenancy. The Court of Appeal approved of the general principle of law that was laid down in the following terms in *Erskine* v. *Adeane*, L.R.8, Ch. 756: "The law of this country is that a tenant, when he takes a farm, must look and judge for himself what the state of the farm is. Just as in the case of a purchaser of a business the rule is *caveat emptor*, so in the case of taking the lease of property, the rule is *caveat lessee*; he must take the property as he finds it."

The position of the lessor would appear, however, to be a very different one in a case where he allowed a potential source of danger at the date of the demise to become an actual source of danger during the continuance of the term, although this point was not actually decided by the Court of Appeal in *Cheater* v. *Cater*. Thus Pickford, L.J., says in *Cheater* v. *Cater*, 1918, 1 K.B. at p. 253: "I do not say what the rights of the parties might have been if the plaintiff had proved that the trees were safe at the date of the demise" (*cf.* also per Bankes, L.J., *ib.*, at p. 255).

There are two important exceptions, however, to the general principle of *caveat lessee*. This rule does not apply to leases of furnished houses, and it is greatly modified by statute in its application to certain dwelling-houses which come within the operation of the Housing Act, 1925.

With regard to the letting of furnished houses, the most recent case appears to be the case of *Collins* v. *Hopkins*, 1923, 2 K.B. 617. There the tenant claimed to repudiate the agreement of tenancy, on the ground that the premises had been in the recent occupation of a person who was suffering from pulmonary consumption, and McCardie, J., in a considered judgment, held that the tenant was entitled to succeed. Although the principle is clear that a landlord in the case of a letting of furnished premises warrants the fitness of the premises, the extent of this warranty does not appear to be clearly defined. Reference, however, may usefully be made to the judgment of McCardie, J., in *Collins* v. *Hopkins* (*ib.*, at pp. 620, 621), where the learned judge said: "The result of the decisions as a whole seems to be that there is an absolute contractual warranty in the nature of a condition by the person who lets a furnished house or lodging to the effect that the premises and furniture are fit for habitation. What is the meaning of 'fit for habitation'? The meaning of the phrase must vary with the circumstances to which it is applied. In the case of unclean furniture or defective drains or a nuisance by vermin, the matter is not, as a rule, one of difficulty. The eye or the nostrils can detect the fault and measure its extent. But in the case of a house lately occupied by a person suffering from an infectious disease, the eye and other senses are of no avail . . . In my view, the question in such a case as the present is this: Was there an actual and appreciable risk to the tenant, his family, or household, by entering and occupying

the house in which the infectious disorder has occurred? If the risk be serious, no one, I think, could doubt that the tenant may renounce. But in dealing with bacilli which may mean illness and death, I think further that an appreciable measure of actual risk justifies the tenant in throwing up his contract."

The statutory exception to the principle of *caveat lessee* is, as has been mentioned above, to be found in s. 1 of the Housing Act, 1925, which replaces s. 14 and s. 15 of the Housing Town Planning, &c., Act, 1909, as amended by s. 10 of the Housing Act, 1923. Section 1 (1) of the Housing Act, 1925, provides that: "In any contract for letting for habitation a dwelling-house at a rent not exceeding—(*a*) in the case of a house situate in the administrative county of London, forty pounds, (*b*) in the case of a house situate elsewhere, twenty-six pounds, there shall notwithstanding any stipulation to the contrary, be implied a *condition* that the house is at the commencement of the tenancy, and an undertaking that the house will be left by the landlord during the tenancy, in all respects reasonably fit for human habitation: Provided that the condition and undertaking aforesaid shall not be implied when a house is let for a term of not less than three years upon the terms that it be put by the lessee into a condition reasonably fit for habitation, and the lease is not determinable at the option of either party before the expiration of three years."

Reviews.

The Journal of Comparative Legislation and International Law. Edited for the Society of Comparative Legislation by Sir MAURICE SHELDON AMOS, K.B.E., and F. P. WALTON, LL.D., K.C. 3rd Series—Vol. VIII, Part III. London: Society of Comparative Legislation. 1926. pp. i—xxxviii and 189-277. (Issued to subscribers only.)

The August issue of this Journal contains a summary of legislation passed in the course of 1924 in the following countries: British India; Eastern Colonies (including Ceylon, Federated Malay States, etc.); West Africa; East Africa; South Atlantic; West Indies; Mediterranean; Palestine; Foreign (France, Italy and U.S.A.). But to general readers the most interesting matter in this part is the short editorial review of all the summaries of legislation for 1924. In this review attention is drawn to the most notable features of 1924 legislation, to experiments in social legislation, and to the trend of legislation in general. "The advocates of *laissez faire*," it is observed, "will see much to disconcert them. From their standpoint Jersey will appear an island of the blest as it passed only one Act of importance . . . But . . . the interference of the State in human activities of every kind, its tendency to get more and more control, and its indifference to the charge of being inquisitorial are more marked every year."

Welsh Tribal Law and Custom in the Middle Ages. By T. P. ELLIS. Oxford: At the Clarendon Press. 1926. 2 vols., pp. 456 per vol. £4.

The appearance of this new, though somewhat expensive, work on Welsh Tribal Law and Custom marks an important stage in the study of the history of early institutions. It is not that these two volumes contain any new and startling theories or announce any new and far-reaching discoveries. On the contrary they reveal little, if any, matter that is new to the small band who are interested in and acquainted with the Old Welsh Laws. The principal purpose which they serve is to present in an interesting, readable and accessible form the substance of Welsh mediæval law and custom, together with the views and observations of recognised authorities upon Welsh mediæval institutions. Viewed from this angle the work supplies a real want; for it provides a mine of sound information, and will therefore save endless trouble for those who propose to embark on historical research.

At the same time the work will naturally tend to increase the number of those who take an interest in an old legal system, a system which, though at one time common to the greater part of Europe, was later destined to give way more or less completely before the march of feudalism and to survive longest in Western Europe amongst the hills of Wales. It is because of this comparatively late survival that the Welsh legal surveys, as Vinogradoff observed, "elucidate the working of the tribal system more completely than any other documents of European history."

Not the least instructive of the contents of the two volumes are the frequent references to and comparisons made with similar notable features of other contemporary systems. Such comparisons, as the author modestly suggests, will certainly help towards the study of the history of Wales in a true perspective; they will also help in the confirmation or rejection of quite a number of theories advanced in explanation of rules and institutions found in contemporary systems of law.

A Handbook of Company Law in Scotland. By WILLIAM ELDER LEVIE. Edinburgh and Glasgow: William Hodge and Co. Ltd. 1926. xx and 301 pp.

This readable handbook of Scots Company Law is based on a course of lectures to accountancy students given by the author under the auspices of the Society of Accountants in Aberdeen. It is intended principally to assist those who have not ready access to statutes and law reports. With this object in view the author has thought well to give extensive quotations from statutes and reports of cases to support and illustrate the points which he makes.

The book is attractively written and got up, and an English lawyer is indeed happy to find in at least one branch of law such close resemblance between the English and Scots systems, and to see English cases so frequently cited as authorities.

Books Received.

Memorandum on the Construction of Voluntary Hospitals. 1926. V. H. Cmd. 17. H.M. Stationery Office. 2d. net.

Inter-Departmental Committee appointed to Survey Prices of Building Materials. Fifth Interim Report. 1926. Cmd. 2719. H.M. Stationery Office. 4d. net.

Supplement Embodying the Law of Property (Amendment) Act, 1926, with Cross References to the Complete Index to the Acts. HUGH POLLOCK, M.A. (Cantab.). Medium 8vo. pp. 22. The Solicitors' Law Stationery Society, Ltd. London: 22 Chancery-lane, W.C.2.; 27/28 Walbrook, E.C.4; 6, Victoria-street, S.W.1; 49, Bedford-row, W.C.1; 15 Hanover-st., S.W.1. Liverpool: 19/21 North John-street.

The Bankruptcy (Amendment) Act, 1926, *and The Bankruptcy Rules*, 1926, with Explanatory Notes. V. WINTRINGHAM NORTON STABLE, M.A. Being a Supplement to thirteenth edition of "Williams on Bankruptcy," 1926. Medium 8vo, 27 pp. London: Stevens & Sons, Ltd., and Sweet and Maxwell, Ltd. 2s. net.

The Law Student. Vol. IV, No. 1. 1st October, 1926. 24 pp. The American Law Book Co., 272, Flatbush Ext., Brooklyn, N.Y.

The Law Quarterly Review. Vol. XLII, No. 168. October, 1926. Stevens & Sons, Ltd., 119/120, Chancery-lane. The Carswell Co. Ltd., Toronto, Canada. 6s. net.

Famous Trials of History. The Right Hon. THE EARL OF BIRKENHEAD, P.C., D.L., D.C.L., LL.D., High Steward of Oxford University, Fellow of Wadham and Merton Colleges. Fourth edition. 1926. Illustrated. Medium 8vo, pp. 316 (with Index). Hutchinson & Co. (Publishers), Ltd., Paternoster-row. 21s. net.

LAW OF PROPERTY ACTS.

POINTS IN PRACTICE.

Questions from Annual Subscribers are invited and will be answered by an eminent Conveyancer. All questions should be addressed to—The Assistant Editor, "The Solicitors' Journal," 94-97, Fetter Lane, E.C.4. The name and address of the Subscriber must accompany all communications, which should be typewritten (or written) on one side of the paper only and be in triplicate. To meet the convenience of Subscribers, in matters requiring urgent attention answers will be forwarded by post.

UNDIVIDED SHARES—SEPARATE INCUMBRANCES—SEARCH.

493. *Q.* On the purchase of land conveyed to two or more persons jointly after 1926, should the purchaser search in the Land Registry against every one of the joint owners or against one only? The usual practice appears to be to search against all the names, but it is submitted that this is not necessary. It seems that a charge by one of the joint owners can only affect the proceeds of sale, and would be over-ridden by a conveyance in exercise of the trust for sale on which the land is held. On the other hand, if a charge by all the joint owners had by inadvertence not been registered in all the names, surely the purchaser would not be prejudiced by the chargees' negligence!

A. The reasoning above appears to be sound, but a chargee might also plausibly argue that, the name appearing on the title, it was the purchaser's duty to search against it, so registration against more than one was unnecessary. Deviation from the safe course cannot therefore be recommended. Matters might have been simplified if s. 10 (2) of the L.C.A., 1925, had provided that charges might be registered against the first named only in a conveyance to joint owners, but the Legislature has not taken this course.

UNDIVIDED SHARES—SALE—COVENANTS FOR TITLE.

494. *Q.* Under the terms of a will dated in 1894 and proved in 1895, a testatrix left real property to executors and trustees upon trust for sale for a tenant for life, and after her death to be divided among three nieces as tenants in common. The tenant for life died in 1918, and the executors of the will, in November, 1925, assented to the devise to the three nieces as tenants in common by a written document. These three nieces have now effected a sale of the real property. Do the three nieces convey as trustees for sale, or are they in the conveyance to be recited as beneficial owners, and to convey as beneficial owners? If the former, could a suitable precedent in "Prideaux" be given for the conveyance? If they are to convey as beneficial owners, will the will and probate and assent have to be recited, or will they be recited as being seised in fee simple?

A. Under the L.P.A., 1925, 1st Sched., Pt. IV, para. 1 (2), the nieces held as joint tenants on the statutory trusts, and a recital that they do so would suffice for the conveyance. The compilers of precedents are not uniform as to the implied statutory covenants to be given in the circumstances, and precedents of conveyances both "as beneficial owners" and "as trustees" will be found. The opinion is here given, however, that, in the absence of stipulation, a purchaser cannot compel trustees for sale, although entitled in equity, to convey otherwise than as trustees. The assent, if relating only to the property sold, should be handed over.

SETTLED LAND—SALE—CHARGES ARISING UNDER SETTLEMENT.

495. *Q.* A strict family settlement created in 1874 creates portions terms for 1,500 and 1,000 years and certain yearly jointure rent-charges. It does not appear that any legal or equitable estate in the portions term is vested in a mortgagee. A vesting deed was executed on the 8th March, 1926, and it is stated therein that "The following or additional larger powers conferred by the said settlement in relation to the Settled Land and by virtue of the S.L.A., 1925, operated and were exercisable as if conferred by that Act on a tenant for life, the said H C B (tenant for life) had power to jointure a wife to a sum not exceeding £350 per annum and charged the settled land not exceeding £7,500 for portions for his younger children." A question now arises as to whether or not the purchaser under the vesting deed takes free from the portions terms and annuities or jointure rent-charges or whether he is in any way concerned therewith.

A. A sale by a tenant for life pursuant to his statutory powers, whether under the old law or the new, over-rides all limitations, powers and provisions of the settlement, except for money actually raised and charged (see S.L.A., 1882, s. 20 (2), and S.L.A., 1925, s. 72 (2)). In the present case, since no term is vested in a mortgagee, a purchaser from the tenant for life will take the fee simple, if that is the subject of the settlement.

ROAD CONSTRUCTION BY LOCAL AUTHORITY—APPORTIONMENT BETWEEN FRONTAGERS—P.H.A., 1875, s. 150.

496. *Q.* A new road has recently been constructed at S, but the work has been carried out in various stages and at various times, and partly by the owner of the freehold reversion and partly by the local authority. The land forming the site of the road was leased to the various lessees of the plots of land and houses abutting on the said road, and the leases contained the usual covenants by the lessees to pay for all street making, sewering, &c., charges. For the convenience of this question the road might be divided into three sections, viz., A, B and C, each section being approximately one-third of the whole road. Section A was constructed and completed in 1924 by the local authority as contractors for the freehold reversioner and all charges therefor have been paid. The work on section B was carried out up to a certain stage by the reversioner in 1924 and a charge at the rate of £1 0s. 10d. per foot made against the frontagers of this section. The foundation on section C had been laid very many years ago and the only charge standing against the frontagers on this section was 10s. 6d. per foot. In October, 1925, the freehold reversioner refused to complete the road, whereupon the local authority served notices under the Public Health Act, 1875, on the respective lessees on the land abutting on sections B and C to complete the road. The notices were not complied with and the local authority has now completed the work. The work involved on section C was considerably in excess of that on section B, the old foundations having sunk, and the whole of same having to be taken up and relaid. The local authority, whilst admitting the hardship on owners abutting section B, state that the expense of completing sections B and C will have to be borne by the owners of the houses fronting the road on these two sections equally per foot according to the measurement of their respective frontages, and not according to the cost of the work on each section. The local authority point out that the Act provides that the road must be treated as a whole and the costs cannot be divided into sections. A plan of the street showing sections B and C was available for inspection at the local authorities' office. The following points arise:—

(1) Is the division of the cost equally per foot between the frontagers of sections B and C correct?

(2) If the road must be treated *as a whole* under the above Act, will not the frontagers on section A become liable for a share of the cost also?

(3) Have the frontagers of section B any remedy against this inequitable division of the cost?

A. The contention of the local authority appears to be founded on the authority of *Whitchurch* v. *Fulham District, etc.*, 1866, L.R. 1 Q.B. 233, which, although decided under the Metropolis Management Acts, is quoted in the text-books as an authority on s. 150 of the P.H.A., 1875, see, for example, "Halsbury's Laws of England," vol. XVI, p. 221, note (*a*), and, perhaps more guardedly, "Glen's Public Health," 14th ed., note on s. 150, p. 328, and "Lumley's Public Health," 9th ed., p. 294. The section has been specifically held to apply to "parts" of a street to which repairs have been done, see *Wakefield U. S. A.* v. *Mander*, 1880, 5 C.P.D. 248, at p. 252. Thus, since no repair was done to section A, it was not part of a street liable to be charged. The local authority might have made two separate orders in respect of sections B and C, as Cockburn, C.J., pointed out in the *Fulham Case*, *supra*; but since that was not done, this decision, if applicable, would justify their course, assuming these sections of road did not previously constitute a highway repairable by the inhabitants at large. The wording of s. 150, imposing the cost "according to the frontage, and in such proportion as is settled by the surveyor of the urban authority, or (in case of dispute) by arbitration," might certainly be construed as requiring the surveyor to take into account factors other than frontage, but the construction that the surveyor must have regard to frontage only seems to have been adapted, see *Sandgate D. L. B.* v. *Keene*, 1892, 1 Q.B. 831, pp. 834-5, and see also *R.* v. *Newport L. P. H.*, 1863, 3 B. & S. 341, on the similar wording of the Act of 1848. Thus to dispute the amount the questioners would have to submit to adverse decisions at least to the House of Lords, and, assuming this course unacceptable, the first question must be answered in the affirmative, and (2) and (3) in the negative.

UNDIVIDED SHARES—TRUST FOR SALE—TRUST FOR ONE ONLY—PROCEDURE.

497. *Q.* A, the owner of freehold property, died in 1897, having by his will appointed B sole executor and devised all his property to his six children in equal shares. The will was duly proved. B, one of the children, has long since paid out the remaining beneficiaries, but no conveyance to her of their interests has been taken. *Q.* 446, p. 927, and the answer have been considered. Do you think it is clear:—

(1) That, assuming there was no express assent and that no assent could be implied, the fact of the testator dying before the L.T.A., 1897, came into operation prevents B from selling as the personal representative of A (see s. 39 (3) of the A.E.A., 1925)? This point is put hypothetically.

(2) That on the 1st January, 1926, the legal estate vested in the Public Trustee under the L.P.A., 1925, Sched. I, Pt. IV?

(3) That, therefore, Sched. I, Pt. II, para. 3, has no application?

A. (1) It is possible to argue on s. 39 of the A.E.A., 1925, that it newly confers a power of sale on personal representatives of persons who died before 1898, but a responsible adviser of a purchaser should certainly refuse to accept title on his behalf based on such a supposition. The opening words of the section are "in dealing with the real and personal estate of the deceased," which raise an implication that personal representatives can in fact deal with real estate, which is not the case for deaths before 1898.

(2) and (3) On the reasoning of the answer to *Q.* 446, which is here confirmed, the freehold property in question passed on 1st January 1926, to the Public Trustee under the L.P.A., 1925, 1st Sched., Pt. IV, para. 1 (4), and can be divested from him by appointment by B under para. 1 (4) (iii). Under the T.A., 1925, ss. 36 (1) and (2) and 37 (1) (*c*), it would appear that B could appoint herself sole trustee in the place of the Public Trustee, for, on the reasoning given in the answer to *Q.* 244, p. 541, she could give a good receipt for purchase money.

UNDIVIDED SHARES—L.P.A., 1925, 1ST SCHED., PT. IV, PARAS. 1 (2) AND (4).

498. *Q.* A and B, in 1898, took an underlease of a plot of land and erected six houses on it. They were in fact partners in their trade, but there is nothing in the underlease to show that, except that they are not described separately but jointly, as "painters and decorators." The underlease was granted to them as "tenants in common," no shares being mentioned. A and B mortgaged the property, and some money is still owing on the mortgage. A is alive, but B died in 1917, and his widow took out letters of administration the same year. In 1921, the mortgagees, A and the widow, as personal representatives, sold one of the houses, and it is now proposed to sell another in the same way, most of the purchase-money being paid to the mortgagees. It is conceived, however, that the property has not vested in A, and the widow personal representative, under L.P.A., 1925, 1st Sched., Pt. IV, para. 1 (2), but in the Public Trustee under para. 1 (4), and that trustees must be appointed in his place. Is this so? If so, it is assumed that A and the widow can appoint themselves trustees in view of your remarks on p. 770 of the SOLICITORS' JOURNAL. If the widow was solely entitled under the intestacy of B, it is presumed she could not assent now if the property has once vested in the public trustee. (See p. 171 SOLICITORS' JOURNAL.)

A. If B's widow, either under the Intestates Estates Act, 1890, s. 1, or otherwise, was entitled absolutely to the whole of his estate, on 31st December, 1925, and had fully administered it previously (as presumably she would have done), the case fell on 1st January, 1926, within the L.P.A., 1925, 1st Sched., Pt. IV, para. 1 (2), and she and A, holding on the statutory trusts, can make title. If the estate of B is not yet fully administered, or more than two other persons are interested in it, para. 1 (4) has applied, and the property is vested in the Public Trustee, subject to the mortgage terms and also subject to be divested under para. 1 (4) (iii). It may be added that, B's death occurring before 1926, the law prior to the A.E.A., 1925, did not require written assent, see answer to *Q.* 367, p. 772, so assent could be implied if taking place any time before this year. The question whether an appointor, exercising the power conferred by para. 1 (4) (iii) can appoint himself or herself is discussed on p. 620, *supra*, in a footnote to a correspondent's letter. The opinion given in that footnote is also here adopted, but a dissentient one will be found on p. 688.

CONVEYANCE OF FREEHOLDS SUBJECT TO A MORTGAGE AND RENT-CHARGE BY A TO A AND B—PROPER COVENANTS OF INDEMNITY.

499. *Q.* A is the estate owner of freehold property, subject to a mortgage and to a yearly rent-charge, and it is desired to vest the equity of redemption in the property in A and B jointly, without joining in the mortgagees. Is it possible to carry this into effect by one deed? The difficulty which appears to arise in such a case is with regard to the requisite covenants by A and B to pay the mortgage debt and the covenant implied by statute to pay the rent-charge and observe the covenants in deed creating same. By s. 82 (1) of L.P.A., 1925, A might covenant with A and B? Is there anything to prevent A and B covenanting with A? Even though the mortgagees were to join in the conveyance and release A from the provisions of the mortgage and take fresh covenants by A and B, there would still remain to be dealt with the implied covenant referred to above.

A. Section 82 of the L.P.A., 1925, does not appear to abolish the rule that the same person cannot be both plaintiff and defendant in an action (see *Ellis* v. *Kerr*, 1910, 1 Ch. 529, at p. 537), so, given that A and B covenanted with A, and the covenant was broken, A's remedy, if any, would be against B alone. In the ordinary case the grantees of an equity of redemption are, even in the absence of express covenant, bound to indemnify the grantor against the mortgage of the

land, see *Waring* v. *Ward*, 7 Ves. 332, at p. 336, and *Mills* v. *United Counties Bank Ltd.*, 1912, 1 Ch. 231, and the grantees of land, subject to a rent-charge impliedly covenant in accordance with the L.P.A., 1925, 2nd Sched., Pt. VII, see s. 77 (1) (A), though the covenant may be varied, see s-s. (6). In the case put, the breach of any covenant, whether express or implied, might be due to A's own default alone, in which case it would be obviously unfair that he should be in a position to sue B, or to B's default entirely, or partially to each. The course here suggested is that of mutual covenants to pay to an agent to be nominated from time to time, that as to the rent-charge to be expressed to be in variation of the statutory covenant. Thus B would not suffer from A's default.

SETTLED LAND—DEATH OF TENANT FOR LIFE—SALE BY PERSONAL REPRESENTATIVES.

500. *Q.* A.B. by will dated in 1916 appointed his wife C.D. sole executrix, and after giving to her certain real estate absolutely, devised the residue of his real estate to C.D. for life, and on her death to his nephews and nieces then living as tenants in common in fee simple. Testator died in 1916. Probate was granted to C.D., who made a will in 1919 appointing E.F. sole trustee and executor. C.D. died in May, 1926, and probate of her will was granted to E.F. It is presumed the estate of A.B. was cleared of debts and liabilities before the death of C.D. E.F. selling as the legal personal representative of A.B., has contracted to sell the testator's real estate. There has been no assent to the devise to the widow for life or any steps taken under the Law of Property Acts. The widow was in possession of the real estate during her life. Has E.F. power to sell and convey the real estate and thereby give a good title to the purchaser?

A. Since C.D. was in possession of the real estate of her husband for so many years, her assent as executrix to the devise to herself for life and over must be presumed, and she was both tenant for life when she died and sole trustee for the purposes of the S.L.A., 1925; see s. 30 (3). E.F. is now sole trustee for such purposes, and, if he has obtained probate in respect of the settled property under the A.E.A., 1925, s. 22 (1), special representative. As such he appears to hold on the statutory trusts under the L.P.A., 1925, 1st Sched., Pt. IV, para. 2, if more than one of the class take, but this paragraph is not very clear, and a difficulty here arises since, although one personal representative as such can give receipt, a trustee holding under the statutory trusts is in a different position. Therefore a purchaser may perhaps more prudently require assent of the beneficiaries under the A.E.A., 1925, s. 36 (1), and the S.L.A., 1925, s. 7 (5) with the result stated in s. 34 (2) of the L.P.A., 1925, and purchase from them.

MORTGAGE—PUISNE—REGISTRATION UNDER L.C.A., 1925—DEPOSIT OF DEEDS.

501. *Q.* If a purchaser who only obtains his purchase deed on completion (the remainder of the title deeds being retained by the vendor), gives a legal mortgage to a third person on completion should the mortgagee register his mortgage under s. 10 (1) Class C (1) of the L.C.A., 1925, as a puisne mortgage. If registration is required there would appear to be no object in registering against the estate only (the mortgagor) as he has no deeds in his possession and could not therefore grant another mortgage without the second mortgagee being aware of a prior mortgage. Sir Benjamin Cherry, in a lecture, stated that if one is not satisfied that one's client (the mortgagee) has got the material deeds, one should for safety register a land charge. What is meant by "the material deeds." Would it in this connexion alter the position if the mortgagee obtained the title deed for ten or twenty years back, but still did not obtain the whole of them. Ought one, as a matter of caution, to register a land charge in respect of puisne mortgage granted prior to 1926 before they are transferred after that date, or is one justified in leaving them until transferred?

A. Assuming the mortgagee holds the conveyance as security he will be protected by the deposit, see L.P.A., 1925, s. 13, and the mortgage would not strictly be registrable at all under the L.C.A., 1925, s. 10 (1), Class C (i), though no doubt the registration would be accepted. The registration could only be against the mortgagor under s. 10 (2). The material deeds would be the conveyance to the mortgagor and all previous deeds for the last thirty years not covered by acknowledgment. The absence of a deed known by recital in a later one or otherwise to affect the premises, and not the subject of an acknowledgment would be a flaw in the title. Plainly also the most important deed would be the conveyance to the mortgagor, and without it the mortgagee would not be properly protected, for probably a later mortgagee who had acquired it would be given priority. A purchaser with notice takes subject to a pre-1926 puisne mortgage until transferred, see L.P.A., 1925, s. 2 (5) (*c*). It might nevertheless be possible for a mortgagor to obtain a better price for his land if he could pay off the first mortgage and then sell the fee as unincumbered, a registration under the L.C.A., 1925, s. 10 (7) would prevent any fraud of the kind. See also answer to *Q.* 128, p. 341.

Correspondence.

Settled Land: Forms of Probate Grant.

Sir,—One word more. The Editor's suggestion, in effect, is that one form of probate grant should be authorised in future, viz., a grant "save and except settled land." The effect of such a grant would be this—

(1) If the testator did not die possessed of land settled previously to his death, and not by his will, the grant would be as full as though the executor had sworn in the oath that the deceased did not die possessed of settled land—i.e., in fact, although not in form a general grant.

(2) If the testator died possessed of settled land, then, *ex hypothesi*, such land would be excluded from the ambit of the grant.

Admittedly the difficulty of your correspondent, who got a full grant by mistake—because (not asking for a grant "save and except settled land") he was required to state in the oath whether there was settled land or not, and, by an oversight, gave the wrong answer—would not arise. The grant would be properly limited, in the first instance, and not so wide as to require curtailment by registrar's order.

The adoption of such a scheme would involve the issue of two grants, wherever there was settled land. In the case, therefore, where there were no Settled Land Act trustees, apart from s. 30 (3) of the Settled Land Act, the testator's general executors would have to take "two bites at the cherry," unless the grant were further elaborated so as to provide that, in that particular case, the grant should include settled land.

Under the present Probate Rules, where general executors obtain a full grant, which includes settled land in respect of which there are separate Settled Land Act trustees, nothing stands in the way of the general executors executing a vesting instrument in favour of the person next entitled, provided that they are willing to do so, and the Settled Land Act trustees assent.

Admittedly, until the grant to the general executors is amended, the settled land is vested in them.

The Settled Land Act trustees are not compellable to take a grant, as special executors, so that, if they join in the vesting assent for the purpose of establishing their unwillingness to take a grant, as special executors, the general executors can do all that is necessary without going to the expense of getting their grant revised, and putting the Settled Land Act trustees to the expense of obtaining a separate grant in their favour.

This solution would not be available, if the form of probate were revised, in manner suggested by the learned Editor.

It will be appreciated that if the "Probate Act" always took the form of "save and except settled land," the present Probate Rules, which require an applicant for a general grant to "clear off" the Settled Land Act trustees, would disappear, because a grant general in form would never issue from the Registry.

If practitioners adopt the invariable rule of always framing the applicant's oath so as to ensure that the "Probate Act" will issue "save and except settled land," then, the same result will be attained, and the rules regarding the "clearing off" of the Settled Land Act trustees will become a dead letter. But, as shown above, the adoption of such a practice may in certain cases occasion the additional expense of a second grant, where one general grant would have sufficed, not merely for the purpose of handling the testator's private estate, but also for the passing of the settled land to the person next entitled.

So long as the law prescribes that a grant, general or special, is an essential condition to the passing of the legal estate in settled land to those next entitled, I venture respectfully to submit that, on balance, the present machinery prescribed by the existing Probate Rules for executors can hardly be improved upon, and that it would be a retrograde step to alter the whole machinery, by providing that all grants in future be so framed as to exclude settled land from their ambit.

LEONARD JESSOPP FULTON.

Middle Temple Lane, E.C.4,
19th October.

[We are very grateful to our correspondent for this reasoned statement of the case from his point of view.—ED., *Sol. J.*]

Representation where Infant Interested: Grant to Single Executor.

Sir,—Referring to the comment in the current number of your publication on the subject of s. 160 of the Judicature Act, 1925, I note you assume that the provision therein as to representation only being granted to two persons or a trust corporation in the case of a minority or life interest applies to grants of probate as well as to grants of administration. Is this the case? The section is rather misleading but in literal fact administration is only mentioned in this connexion and although the wording of s-s. (2) rather implies that the provision in question has application to executors as well as to administrators there is nothing in it which is definitely repugnant to the contrary proposition. Your comment on the point is awaited.

Bedford Row, W.C.1, A SUBSCRIBER.
12th October.

[Our view is that probate can, but that administration cannot, be granted except to a trust corporation or to not less than two individuals if there is a minority or life interest. The words "probate or" have been put in our note by mistake. Regret is expressed for the slip and it is hoped that our readers have not been thereby misled.—ED., *Sol. J.*]

Law of Property Acts: Disentailing Deeds.

Sir,—Referring to our letter to you of the 9th August last, and your notice thereto which appeared in your issue of the 21st August, we regret that owing to a typist's error we omitted to insert in line six the words "lieu of" executing a disentailing deed, as we of course, never meant to suggest it was not necessary to enrol a disentailing deed.

We have been advised by counsel that the steps we set out in such letter were necessary and Mr. Justice Astbury evidently took the same view in Chambers, as he made an order on the 26th July last, appointing such trustees. It was not desired to make a title subject to a family charge but to bar the entail altogether.

It is true that counsel advised that a vesting deed was not strictly necessary but he advised that such deed should be executed to save the question from being raised.

Counsel also pointed out that it enabled the disentailing deed and deed of discharge to follow the forms given in the books of precedents all which forms refer to a previous vesting deed. A vesting deed therefore helps to make a common form title which result it is submitted is always desirable in the early days of the new system of conveyancing.

Bedford-row, W.C.1, WARREN & WARREN.
11th October.

Law of Property: Local Land Charges.

Sir,—A point of considerable importance to solicitors in connexion with searches of registers of local land charges has recently come under my notice. I believe that the ordinary practice of the profession is to make an inspection of one register, that kept by the clerk of the borough or district council within whose area the property with which the solicitor is concerned is situate. This one search is unfortunately in many cases insufficient, and the provisions of s. 15 of the Land Charges Act, 1925, and of the Local Land Charges Rules, 1925, deserve careful perusal. It is clear that in purchases of land in a non-county borough or urban or rural districts a search should frequently be made in the register of local land charges set up by the county council for the purpose of registering charges enforceable by them; to quote one example—charges arising by reason of the prescription of a building line by the county council under s. 5 of the Roads Improvement Act of 1925. The Ministry of Health state that the Act extends to any local authority having direct powers of charging land, and there may possibly therefore be other registers in which searches should be made. This multiplicity of inspections with the consequent additional trouble and, incidentally, additional expense to the lay client, might easily have been avoided had provision been made for the registration of all local land charges in the register kept by the clerk to the borough or district council, in whose area the property is situate and whenever a further amending Property Bill is under consideration, if the matter cannot be adjusted by a revision of the Rules, the difficulty should be adjusted in this manner.

Acton, W.3, KENNETH TANSLEY.
16th October.

[We entirely agree with our correspondent that something ought to be done to avoid duplication of searches in local registries, and hope that that something will be done soon.—ED., *Sol. J.*]

Obituary.

MR. W. H. KNIGHT.

Mr. William Hugh Knight, barrister-at-law, died on Monday, the 11th inst., at Limington, Yeovil, at the age of sixty-five. For many years before his retirement from India, in 1911, Mr. Knight was one of the leading members of the Bar in Calcutta, and was the third son of the late Mr. Robert Knight, the founder of the "Calcutta Statesman," who was known as the "father" of Indian journalism. When Mr. Knight arrived at Calcutta to practise in the High Court, the Bar was said to be the strongest in the whole of the British Empire, outside London, its leaders, including J. T. Woodroffe, Griffith Evans, Jackson Garth, and Dunne, and it took him some time to make a position. In the interval of waiting, he wrote a great many able leading articles for the "Statesman." Later, when he had made a name at the Bar, he was offered a seat on the Bench, but this he declined.

Sir WILLIAM VAUDREY.

Formerly Lord Mayor of Manchester, Sir William Henry Vaudrey, solicitor, who had resided at Ealing during the past ten years, died in Birmingham on Monday, the 11th inst., aged seventy-one years. The son of Mr. Henry Vaudrey, of Bayswater, he was sent to the City of London School, and being admitted in 1876, practised in Manchester since 1878, became Lord Mayor of that city in 1898, and contested North-East Manchester in the Conservative interest in 1910. He married, in 1880, Florence Eleanor, daughter of Mr. S. C. Slade, and was knighted in 1905.

Mr. BARRY MEADE.

Mr. C. H. Barry Meade, M.A., barrister-at-law, passed away suddenly at his residence, Pembroke Park, Dublin, on Wednesday, the 13th inst., at the age of sixty-eight. Mr. Meade—who was called to the Bar in 1897—was recognised as an able and experienced conveyancer. He was a man of high intellectual attainments, and a most interesting conversationalist.

Mr. HENRY GASELEE, LL.M.

Mr. Henry Gaselee, barrister-at-law, died on Tuesday last at his residence in Linden Gardens at the age of eighty-four. Born on the 19th May, 1842, he was the only son of the late Mr. Binsted Gaselee, of Lincoln's Inn. He went to Eton in 1853, was in the Select for the Tomline Prize in 1860 and in the same year elected to King's College, Cambridge, becoming a Fellow three years later, one year before his Tripos, in which he was bracketed twenty-second Wrangler. He took the degree of LL.M. in 1867 and was called by Lincoln's Inn, where he practised as an equity draftsman and conveyancer. Mr. Stephen Gaselee, C.B.E., M.A., F.S.A., his son, who followed him as a colleger at Eton, has been Librarian and Keeper of the Papers at the Foreign Office for some years. W. P. H.

High Court—Chancery Division.

Calder's Yeast Company *v.* **Stockdale.**

Lawrence, J. 13th July.

Rates—Special Expenses—Sewerage—Charge on Land—Poor Rate—Vendor and Purchaser—Specific Performance—Public Health Act, 1875 (38 & 39 Vict., c. 55), ss. 229, 230, 233 and 257.

The separate rate referred to in s. 230 of the Public Health Act, 1875, for raising the special expenses referred to in s. 229 of that Act, does not create a charge on the land, but is merely an outgoing in respect thereof, payable by the occupier, and these are not the "expenses" referred to in s. 257 of the same Act.

Stock *v.* Meakin, 1900, 1 Ch. 683, *distinguished.*

Action. This was an action in connexion with an agreement dated 17th May, 1923, under which the plaintiffs agreed to sell to the defendants, for £3,200, certain freehold land, at Thornton-le-Moor, in the County of York, with the brewery thereon, and certain adjoining messuages, and it was thereby provided that the purchase-money should be paid by certain instalments, and that on 17th November, 1923, the purchase should be completed, and the balance of the purchase-money secured to the vendors by the defendants executing a mortgage of the premises in favour of the vendors. The sum of £350 having been paid by way of deposit, the defendants, on 17th May, 1923, entered into possession of the premises, but since the date of the agreement the defendants paid to the plaintiffs no further part of the purchase-moneys. An abstract of title and requisitions, and replies thereto, were delivered, and after a long interval, on 18th February, 1925, the plaintiffs gave the defendants notice requiring them to complete the purchase. The defendants failed to comply with this notice, and the plaintiffs thereupon brought their action claiming a declaration that the defendants were bound to accept their title and specific performance of the agreement. The defendants alleged that the delay in completion was due to the refusal of the plaintiffs to release the property from a certain charge thereon under the Public Health Act, 1875, which had not been disclosed to the defendants. In the alternative, they claimed that the plaintiffs were bound to pay them compensation in respect of such liability. The defendants alleged that in 1901 and 1909 loans of £900 and £282 were, respectively, raised by the Thirsk Rural District Council, under the powers conferred upon them by the Public Health Act, 1875, for the purpose of carrying out some sewerage works in the parish of Thornton-le-Moor, which loans were repayable by instalments of principal and interest over periods of thirty and twenty-two years, and became chargeable on that parish, and raisable by a special rate as provided by ss. 229 and 230 of the Act of 1875, upon the lands situated in the same parish.

It was alleged by the defendants that that special rate would continue to be payable during the residue of those periods, and be a charge on the property agreed to be sold. Demand notes had been received by the defendants from the overseers of the Thirsk Rural District, demanding poor rate for expenses to be incurred before 30th September, 1923, 1924 and 1925, respectively, and the notes contained demands for payment of the special expenses rate made on the same days as the poor rate, and of arrears as therein stated, namely, special rate of 2s. in the pound in full rateable value on one-fourth of the rateable value of land, £3 12s. and arrears, and the poor rate and general expenses rate were added together, and the total amount stated. Section 229 of the Public Health Act, 1875, provides that expenses incurred by a rural authority in the execution of the Act are divided under the headings of "general expenses" and "special expense," the latter being expenses, *inter alia*, of the construction, maintenance and cleansing of sewers in any contributory place within the district. Every parish, with certain exceptions, was made a "contributory place" for the purposes of the Act. Under s. 230 the rural authority were for the purpose of obtaining payment of the sums to be contributed to issue to the overseers of each contributory place their precept requiring contribution for "general expenses" and for "special expenses," and they were to issue special precepts for general and special expenses, or they might make those expenses separate items in their precept, including both classes of expenses. The overseers were to pay the contributions required for general expenses out of the poor rate of their respective parishes, and with respect to special expenses by raising the contribution by the levy (on the whole parish or on the contributory place forming part of the parish, as the case might be) of a separate rate in the same manner as if it were a rate for the relief of the poor. Such separate rate was as respected the powers of the overseers in relation to making, assessing and levying such rate and all other incidents thereof, to be subject to the same provisions as approved in law to a rate levied for the relief of the poor. By s. 257 the expenses incurred by the local authority until payment of them had been recovered from the owner of the premises in respect of which the expenses had been incurred were made "a charge on those premises."

For the defendants it was contended that the rate for special expenses was a charge on the property and not a mere outgoing, and that s. 230 merely dealt with the method of collecting the contributions; they also contended that there was an inchoate liability which on completion of the works became a charge which was in existence at the date of the agreement for sale and referred to "Williams on Vendor and Purchaser," 3rd ed., at p. 497; *Stock* v. *Meakin*, 1900, 1 Ch. 683.

Lawrence, J., after stating the facts said: The contention on behalf of the defendants that the special expenses rate is a charge on the lands contracted to be sold to them against which they are entitled to be indemnified by the plaintiffs,

is altogether erroneous. Section 230 of the Public Health Act, 1875, provides for the levy of a rate for special expenses in the same manner as if it were a rate for the relief of the poor, and further, that section provides that in respect of the powers of the overseers in relation to levying that rate and all other incidents thereof (with certain immaterial exceptions), such powers should be subject to the same provisions as apply in law to a rate levied for the relief of the poor. The rate for special expenses is, for all practical purposes, placed on the same footing as the poor rate, the principal incidents of which are that it is not a charge on the land but a personal charge in respect of the land, so that it is essential to its validity that there shall be an occupier of the land who can be made liable. If that rate is not paid it is recoverable by distress and sale of the goods of the person in default wherever found and not merely of the goods found upon the land. Strictly speaking, the occupier and not the land is rateable (see "Ryde on Rating," 4th ed., at p. 7). Applying those incidents to the rate in question, it is clear that it is no more than an outgoing of which the plaintiffs as vendors are only bound to pay the apportioned amount up to the date of completion, the further liability for the rate resting upon the occupier for the time being. The object of the provisions of s. 233 is to keep the contribution required for general expenses separate from that required for "special expenses," and to emphasise the separation of the two rates. The expenses in respect of which the special rate is made are not the expenses which are within the intendment of s. 257 of the Act. In the result, the rate in question is a mere outgoing and is not a charge on the land. The title having been accepted there will be judgment for the plaintiffs for specific performance.

COUNSEL: *Jenkins*, K.C., and *Hugh Gamon*, *Owen Thompson*, K.C., and *Joseph Tanner*.

SOLICITORS: *Bell, Brodrick and Gray*, for *Fowle and Hunt*, *Northallerton*, *Ward Bowie and Co.*, for *Charles Thomas Stockdale*, Sunderland.

[Reported by L. MORGAN MAY, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

"The City of Baroda." The President (Lord Merrivale). July 28th.

SHIPPING—DISCOVERY—PRIVILEGED DOCUMENTS—REPORTS OF SHIPS' OFFICERS AS TO LOSS OF CARGO—AFFIDAVIT ALLEGING PRIVILEGE—FORM OF—GOODS STATED.

An affidavit to protect a party from discovery should contain the grounds of the alleged privilege so framed that the party who has stated them on oath will expose himself to the proper penalties if the grounds are untruly stated.

The privilege which exists for communications with solicitors, and the rule governing that privilege seems to have no application to a communication between a principal and his agent in the matter of the agency giving information on facts and circumstances of a transaction which becomes the subject-matter of litigation.

Reports of ships' officers as to loss of cargo procured for the purpose of taking professional advice thereon are not privileged in an action against the persons obtaining such reports for damages for short delivery.

Anderson *v.* The Bank of British Columbia, 1876, 2 Ch. D. 644, *applied*.

The Hopper, No. 13, 1925, P. 52, *distinguished*.

This was a summons by way of appeal from the decision of the learned Assistant-Registrar that certain documents disclosed in the defendants' affidavit were privileged. The matter was adjudged not one for judgment. The facts were as follows: The plaintiffs were the holders of bills of lading for various parcels of bristles loaded upon the defendants' steamship "City of Baroda" at Shanghai. They claimed damages for short delivery. The defendants alleged that the loss was due to pilfering by organised gangs of thieves in China. The defendants, before informing the plaintiffs of the loss, had called for a report upon the matter from the master of the "City of Baroda," and the master had made his report accordingly on 20th April, 1925. On 21st April, the defendants, before the plaintiffs had made a claim, instructed their agents to obtain reports from various other officers of the ship. These reports were disclosed by the defendants in their affidavit of documents, and privilege was claimed on the grounds, (1) that the defendants' London agents having ascertained that the goods had been stolen and knowing that they were valuable, anticipated that litigation would arise; (2) that they always consulted solicitors in such a case; (3) that it was usual for them to procure materials upon which professional advice could be obtained; and (4) that accordingly the reports were prepared in view of anticipated litigation. The learned registrar held that the report of the master of 20th April, being made before the plaintiffs had any knowledge of the loss, was not privileged, but that the reports of the officers dated 24th April were privileged, and from this decision the plaintiffs appealed.

THE PRESIDENT (Lord Merrivale) after stating the facts, said: The affidavit claiming privilege is of an unusual character. The deponent relates the circumstances under which the loss had become known to his firm, and then he assumes a fact, and says "in view of the fact that the defendants could not see their way to accept responsibility for the loss," —there being no evidence of any such fact—"it was anticipated that proceedings would arise." He then enters upon generalities which sound rather like an extract from a popular lecture upon business methods, and concludes "The documents referred to were therefore prepared for the defendants by Captain Hufton in view of anticipated proceedings for the purpose, and with the intention of the same being laid before their solicitors confidentially, and in their professional capacity as materials upon which professional advice should be taken." I will not comment further upon the terms of the affidavit, except to say that an affidavit which would protect the party from discovery would not consist of an argument, but would contain the grounds of the alleged privilege so framed that the party who had stated them on oath would expose himself to the proper penalties if the grounds were untruly stated. I have no doubt that the claim in the present case is honestly made, but it is made with the intention of ascertaining whether protection can be obtained. The true position is that a serious question has arisen as to the conduct of those in charge of one of the defendant company's vessels, and the management properly find it necessary to insist upon reports. Whether they may or may not refer the matter ultimately to solicitors is an open question. The immediate question is that of the management of the vessel, and the conduct of their officers in the prevention of theft on board their ship. The case does not fall within the principles laid down in *Southwark and Vauxhall Water Co.* v. *Quick*, 1878, 3 Q.B.D. 315, and illustrated by *Birmingham and Midland Motor Omnibus Company* v. *London and North Western Railway Company*, 1913, 3 K.B. 850, and *The Hopper No.* 13, 1925, P. 52. In my judgment it comes within that class of case to which James, L.J. referred in *Anderson* v. *Bank of British Columbia*, 1876, 2 Ch.D. 644, where he says that the privilege which existed for communicating with solicitors and the rule governing that privilege seemed to have no application to a communication between a principal and his agent in the matter of the agency giving information on facts and circumstances of a transaction which became the subject-matter of litigation. In this case I am satisfied from the nature of the affidavit and from the nature of the correspondence that the documents in question did not come into existence for the purpose of being communicated to the defendants' solicitors, and accordingly the appeal will be allowed.

COUNSEL: *Clement Davies*; *Sir Robert Aske*.

SOLICITORS: *Waltons & Co.*; *Ince, Colt, Ince & Roscoe*.

[Reported by L. MORGAN MAY, Esq., Barrister-at-Law.]

Societies.

The Law Society.

PROVINCIAL MEETING.

(*Continued from page* 1028.)

DENIDIFICATION.

Lawyers are traditionally supposed to be conscious of each other's infirmities; hence it is the ordered rule that they are required to engage in the pleasing pastime of lessening each other's charges, indulging in what is called taxing each other's bills. What other profession has so disarranged the amenities of its commercial existence by tolerating internecine attacks upon each other's charges? One hardly dares to imagine a Board of Trade Department established to tax all invoices or even official salaries! If there be any person sufficiently temerous to attempt this latter proposition he should seek a solitary place and the shelter of the rocks; but they might fall on him! It were better indeed to propound this perilous question to the League of Nations!

A Solicitor's is a singular trade, and the only trade and/or profession whose members with cannibalistic intent foregather in the cloistered recesses of the Taxing Masters' Temples of Peace, where is enacted that anthropophagous ritual which in technical legal parlance is called "taxation." "To tax and be taxed" is a high art—a sort of fencing, where riposte and counter-thrust blush extempore.

The present-day methods of taxation are of as much use as Vauban's fortifications, by modern strategists defined as "twice-twentyfications."

It has occurred to some of us that if the Press were allowed to attend taxation séances, they would obtain much good "copy." This unexplored oasis of journalistic endeavour might be sufficiently worthy of consideration, recollecting the curtailment of Law Court copy which is threatened by the Judicial Proceedings (Regulation of Reports) Bill, 1926.

A disinterested newspaper eye-witness, if he were allowed opportunity on appropriate occasions, would be able to carry away photographed ideas of idiosyncratic auctioneering litigation.

Let him observe the Solicitor whose Bills are being taxed—there could not be a more complete example of a cat licking vinegar!

Then again, the militant party in person, or the Solicitor whose client is required to pay the Bill of Costs. How he, or it may be she, "swells the dreadful pomp of sacrifice," slavishly accepting Sydney Smith's self-complacent observance of his doctor's advice to "Walk on an empty stomach." It will be remembered he with consuming gusto did so—over the other fellow's.

DE-ITEMIZED ANTICIPATIONS.

In pre-Victorian days, Attorneys were "staatenlos." The Law Society, by a slow but sure process of stratification, has enhanced the position of Attorneys, or, as we are now termed, Solicitors—possibly because our duties are supposed to solace.

Thanks to The Law Society, Solicitors have attained a definite and distinct status—and each relies upon the other to maintain the honourable level of that status—to intensify our *ésprit de corps*.

May it not be asked whether it be reasonable that Solicitors should be required in the present high pressure of existence, before they can legally demand payment of their fees, to deliver a practically interminable list of more rather than less negligible items which by the Solicitors Acts they are enjoined to render to the party chargeable?

Whatever be the experience or other professional attainment of a Solicitor, his itemed fees are fixed and standardized by common law—and it is believed equity follows the law—just as a baker's are by statute. In fact Whitaker's Almanack of men, matters, things and advertisements, foreshadows "scale," in its columns of direction.

After advising its consultants that Solicitors' charges are usually regulated by the 1881 Act and the scale thereunder, Whitaker explains: "We say *usually*, because the Act allows an option to the "Solicitor of declining to adopt it. In practice most Solicitors "(although some old-established firms are found to prefer the old "system) are willing to adopt the Scale."

Solicitors' charges are supposed to be standardized, whether the Solicitor be required to advise if the next door neighbour be a defamatory person, or a director be misfeasant, or the wayfarer collided with the motor car or *vice versa*.

Solicitors' Bills of Cost must consist of a series of itemed personal narrations which might be composed by (to use old Dr. Kettle's phrase) "tarrarogs, blincinques, and scobberlotches."

From the strict taxation point of view, it may be said of Solicitors that "Everyone is somebody and anyone is anybody."

One cannot do better than refer to what was said by Sir Robert Dibdin at the Annual Provincial Meeting in 1923:

"What can be more absurd than that a learned expert in some "branch of the law should only legally be allowed to charge the "same as his son who was admitted last week?"

L'AUTRE PAYS L'AUTRE FRAIS.

In the U.S.A. the agreed or "assessed" sum system exists. In practice, in substantial litigations, the costs—though they may in difficult cases include an extra allowance not exceeding $2,000—are relatively insignificant in comparison with the fee which the lawyer collects from his client. This fee is elastic to exhaustion!

In the Canons of the New York Legal Ethics Clinic there are to be found, *inter alia*, the following pronouncements:—

"A lawyer may properly advise both of two successive husbands "of the same wife respecting the legality of her marriage to each "of them and charge a fee to each."

"He may properly accept a retainer from one of them to obtain "an annulment on lawful grounds, to which the other of them "contributes, in order to remove the prior marriage as an obstacle "to the later."

There does not appear to be any ethical canon expounding the situation of "two wives and one husband"—successive or otherwise. Evidently American femininity has not lost its lustre!

No doubt, as the Probate, Divorce and Admiralty Court "progresses," The Law Society will be required similarly to opinionate.

Costs allowed in the Scottish Courts is a subject about which there is no joke. Costs in Scotland are not extravagant, except in Workmen's Compensation cases, which so often finally materialize in the House of Lords. Possibly this is the reason why Scottish lawyers often spend their holidays in London—that is all they spend. Was it an Aberdonian who gave a tip to a waiter?—but the horse did not run! This Scotsman was killed by a motor whilst chasing a sixpence—Inquest Verdict, "Death from natural causes"? They say Scotsmen have the gift of humour, possibly because—it is a gift.

In France the volubility of clients is understood by their Avocats. In many études is displayed the bald tariff:

"Séance 20 Minutes, sans retard, 20 frs."

A franc a minute, and the clock as Taxing Master!

THE THIRD DECREE.

Remuneration must fit the times. As an aftermath (now frozen) of the war, lawyers and others received an enhancement of remuneration as a *placebo* against the cost of high living.

Solicitors should cultivate a lively prescience of the fallibility of the Solicitors' Remuneration Act General Order 1919.

The one-third increase—that source of so much avid but withal disconcerting intricacy in the final adjustment of Solicitors' bills—sooner, more possibly than later, may be immolated on the altar of economic expediency. There appeared a flash of the sacrificial knife in the columns of *Truth*, published on the 25th August this year. It happened that the tip-tilted ear of the editor was apparently given to the galled gesture of a disgruntled beneficiary who discovered on the debit side of his Trust Accounts (not prepared by the Public Trustee) the item: "To costs £427 0s. 6d." (Note the sixpence!) This item was not a lump sum, but a—Base Fee.

To allay the beneficiary's disquieted mind, the disingenuous Solicitor "rolled darkling down the torrent of his fate" and delivered a detailed Bill with the "third" added. *Truth* calls it "The Third Scandal"—presumably the others were enmeshed in the solemn tautology of the Bill. The Taxation emetic was administered, and the beneficiary received a copious disgorgement.

Truth expressed the opinion that the moment ought soon to arrive when the General Order of 1919 should no longer decree—

"To thee, and thine, hereditary ever,
"Remains this ample third."

Truth having spoken, it behoves Solicitors to meditate wisely and not too furiously!

The pulsating poignancy of parting with the much-hugged thirty-three-and-a-third per cent. would reasonably be anæsthetized if the absurd, vitiating, and inefficient item cost system were metamorphosed into an assessed fee to cover all professional services rendered. Even now Solicitors have the provisional opportunity of specifying a fixed sum for their charges. Whether the "third" increment should be included in the lump sum is a matter for each practitioner in seclusion to remonstrate with, or demonstrate to, himself: but should the lump sum system become the fashionable and/or customary method of exemplifying Solicitors' charges, the one-third increase would cease to disturb the clients' final horizon of disbursement. Latitude would supplant longitude in Solicitors' computations.

GENUS DICENDI INTERROGANS.

Yet further! Once the assessed system became established, most of us would appreciate its benefits when confronted with the recurrent question "What will this litigation cost me?" With a stabilized assessed fee practice, the Solicitor could with reasonable certainty inform his client what his own fee would be. Counsel's fees and disbursements are seemingly arbitrary amounts easily and/or telephonically ascertainable. Indeed, a consensus of opinion may be hazarded that in contentious matters the cost of each stage of litigation should be upon a fixed scale, sliding according to the nature and importance of the case, the interest of the parties, and the amount and responsibilities involved.

The assessed fee system has been recognized by statute: agreements fixing gross or lump sums (bluff legal expressions) by the Attorneys Act 1870; and Scale fees by the Solicitors' Remuneration Act 1881. Then there are fixed sums in the County Courts, Summary Jurisdiction Courts—in fact, by the Criminal Justice (Amendment) Act 1926, costs in certain cases have been actually fixed at the

maximum of £25. May it not be surely asserted that if there were a stabilized certainty in the cost of litigation, to be incremented step by step, there would be greater availment by the public of the facilities afforded by the Royal Courts of Justice, and that arbitration would become less effectively competitive. The bottomless uncertainty of litigation " frankensteins " away the sober majority, excepting always limited companies and parties *in persona*.

Many people even nowadays agree with " Crab " in the play who, when urged to litigation by Latitat, his Attorney, replied : " The " law is an oracular idol, nor should any of my private concerns make " me bow to your beastly Baal. I had rather lose a cause than " contest it."

Bills of Cost are not so much " creations of fancy " as linked avarice long drawn out, enforced by rusty custom. The majority of bills are compulsory exercises—almost impositions. How many read them? These legal legends are written, not to be read, but to be taxed. It is often wondered what regard the copyists entertain of this, their sphere of usefulness. One almost hazards the opinion that they do not regard law typing as an engrossing pastime.

Let us look at some of the phrases in a Bill of Costs. How many times do we see written down the banal expletive " Attending swearing " (Quakers excepted); and the *douceur* " Paid oath "?

In the olden days, affidavit swearing was an indulgence taken before a Judge. Two shillings were paid during Vacation, but only one shilling during Term time, when it is presumed the amenities were more strained and authority relaxed.

It is on record that an item appeared in a Bill of Costs " Attending you, finding you were dead "! The next item was " Attending widow, advising her as to her conduct De Futuro."

There is to be found in Palmer's Tables (which one hundred years ago was the standard text book on Costs) a frequent item : " Attending appointment, but nothing done," and then a requited charge for doing nothing! We euphemize this now into " Attending appointment, same adjourned " : for which the Tribunal often allows a very appreciative charge on being relieved of the tiresome presences.

Then again : " Letters and incidentals, not otherwise charged for." What a horror! What an incentive to clients' indignation.

There may be noticed in the finale to County Court " Scale " Costs the item " locomotion." Would not " locomotor ataxy " be a better term, the etiology of this complaint being frequently superinduced by conscience-deadening cost draughtsmanship?

When one comes to analyse Bills of Cost, one finds a constant succession of doing the same thing over and over again; and surely it would save the time of a Solicitor and his clerks if he could adopt the musical expression and write the words *da capo*, and thus effect a possible soothing of the client's savage breast. The serried array of merciless items to be found in Party and Party Costs, payable by the unsuccessful party, is regarded as an indemnity—the penalty for the false claim or defence.

To an appreciable extent the principle of an inclusive fee has crept into the scheme of Party and Party Costs—the result of *Re Snell*, in which case the then Master of the Rolls (Sir George Jessell) expressed an extempore abhorence at an assessed item charged for journeys to the U.S.A. and Paris. An enlightened Court of Appeal reversed this opinion, and therefrom slowly evolved the omnibus item " Instructions for Brief." The impetus of this case towards lump-sum fees was decelerated by *Re Slinaskbu*, decided in 1918. Now again the pendulum was swung back by the great good favour of the Solicitors' Remuneration Rules 1920, although opportunity is given to parties who nurse lurking grievance to compel the—it is to be hoped, unoffending—Solicitor to express his claim in fruity details. Instructions for Brief generally consist of an excessive verbal parade of appalling exertions, or as Pope would say :

" Rending with tremendous sound your ears asunder
" With gun, drum, trumpet, blunderbuss, and thunder! "

the effect of which on the Taxing Master is the same as upon the Aberdonian, who, when asked how the world was treating him, replied, " Very seldom "!

Ad Quod Damnum.

(With apologies to Eden Phillpotts.)

One trepidly craves pardon, apprehensive of a lash to-night from the tail of The Blue Comet—though indeed, E. P. must and doubtless does offer (O me in pari delictu!) oblatory expiation to the immortal genius of Edgar Allan Poe!

The Bills.

I.

There's the lawyer with his bills—
  Party bills!
What a world of rageric the sight of them instils!
How they flutter, flutter, flutter,
  With acidulous delight!
Clients crumple up and splutter
In gregorianic mutter
  At their multi-plural sight;
Thinking where, where, where,
Is the money that shall square
Every piffling petty item that monotonously fills
Lawyer's bills, bills, bills, bills,
  Bills, bills, bills—
Oh, those mocking, massive, maddening, murky bills.

II.

" Solicitor and Client " bills,
  Awful bills!
What a world of indignation indigenously rills!
Advising clients debonair,
Appendix " N " evading there?
Tales unfolden from our throats,
  Each afternoon,
What a liquidation floats,
Shorthand writer listening, while he notes,
  Law's attune!
Oh, from his transcript dactyls,
What a gush of guffery voluminously swills!
  Wordy mills!
  Vamping ills
Through the client's yellow gills!
Allocaturs' final squills,
To the tingling and the wringing—
Out of bills, bills, bills,
On the bills, bills, bills, bills,
  Bills, bills, bills—
To the whining and repining of the bills.

III.

Read the " cause célèbre " bills—
  Brazen bills!
What a tale of testy thought, " Own client " superstils!
Folios six on every page
Legal scandal's équipage!
Too bold-fashioned to speak,
They can only squeak, squeak,
  Out of tune.
In a clamorous appealing for the payment of the cost,
In modish explanation why so sure a cause is lost,
Clients' tire, tire, tire,
Almost ready to expire,
With a resolute endeavour
" Not to pay a ha'p'ny ever,"
'Til the Taxing Master's probing prune
Rends the bills, bills, bills!
What a toll the taxer tills
  Layer on layer!
Let him lop and lash the score!
(Peccant items we deplore)
Off the quantum of the draughtsman's skill and care!
Yet the lawyer fully knows
How some wangling,
And some tangling,
Checks the Master's ebbs and flows;
Deft experience that skills,
  Not by jangling,
Nor by wrangling,
  How the total sinks or fills
In the vouching or addition by the cost clerk Bobadils—
  Of the bills—
Of the bills, bills, bills, bills,
  Bills, bills, bills,
In the blather and the blither of the bills!

IV.

Hear the taxing of the bills—
  Sullied bills!
What a world of tinkering thought their monody distils!
And the Master in his might,
Measuring every item trite
With a melancholy grimace all his own!
For every case he quotes
With the text-book anecdotes
  Intermix'th.
And the clerks, Sir—Ah, the clerks, Sir—
Wonder why the Taxing Master
  Redly ticks'th!
And who, ruling, ruling, ruling,
Like a muffled Saxophone,
Feels a duty in so ruling
Off the Bills of Cost a sixth—
Ye! who either knead or write books—
Be they either Red or White books—
  Cut the Rules;
And their king it is who quills;
And he trills, trills, trills,
  Trills
A sermon on the bills!
And his fiscal besom swills
With the strafing of the bills!
And he prances as he kills

Every time, time, time,
With a sort of rubric rhyme,
Through the plexus of the bills—
Of the bills;
Granting time, time, time,
In a sort of lunic rhyme,
To the swabbing of the bills—
Of the bills, bills, bills—
To the mopping of the bills;
Down each line, line, line,
As he spills, spills, spills.
Quite a ruddy River Rhine,
In the gruelling of the bills,
Of the bills, bills, bills;
At the tilting of the bills,
Of the bills, bills, bills, bills—
Bills, bills, bills—
Oh, the blessing of assessing Lump Sum Bills ! !

VOTES OF THANKS.

A number of votes of thanks were passed to the civic authorities, to the members of the reception committee, with especial reference to Mr. Wilfrid C. Mathews, its honorary secretary, who had done so much to make the meeting a success, to the University authorities and others, concluding with one to the President, which was very warmly accorded.

HONORARY DEGREE FOR PRESIDENT.

In the afternoon the Vice-Chancellor of the University of Birmingham received the members and the ladies accompanying them at the University, Edgbaston, when the honorary degree of LL.D. was conferred on Mr. Coley, the President of The Law Society.

EXCURSIONS, ETC.

On Wednesday various works were thrown open to the inspection of the members, and in the evening the auditorium at the Repertory Theatre was reserved by the Birmingham Law Society for their guests, for the performance of a new play, "The Blue Comet," by Eden Phillpotts; and on Thursday there were excursions to Shrewsbury and Virconum; Coventry, Warwick and Stratford-upon-Avon; and Worcester and Tewkesbury.

United Law Society.

The first meeting of the session 1926-27 took place on Monday, 11th inst., in the Middle Temple Common Room, Mr. L. F. Stemp in the chair. The subject for debate was as follows: "A, who had been addressing a political meeting had reason to fear that he would be assaulted by some roughs on leaving the building. To minimise the risk instead of wearing his own hat and coat he deliberately took from the cloakroom (without B's permission) the hat and coat of B, and with their help got away unscathed. B, not being able to find another hat and coat assumed those abandoned by A, and in consequence was mistaken for A, and seriously assaulted. The hats and coats have since been returned to their true owners. B is now suing A for damages. Will he succeed?"

Mr. C. Willoughby Williams moved that A would succeed. Mr. S. E. Redfern opposed. There also spoke Messrs. F. B. Guedalla, G. W. Tookey, F. W. Yates, H. W. Pritchard, W. G. Galbraith and J. MacMillan. The opener having replied, the motion was put to the meeting but was lost by four votes.

A meeting of the Society was held on Monday, the 18th inst., Mr. L. F. Stemp in the chair. Miss C. M. Beatty opened: "That in the opinion of this House, Parliamentary Government is no longer suitable to modern requirements." Mr. N. Tebbutt opposed. There also spoke Messrs. F. B. Guedalla, G. W. Tookey, F. H. Butcher, G. B. Burke, W. G. Galbraith and J. MacMillan. The opener having replied, the motion was put to the House and was carried by five votes.

The Medico-Legal Society.

An ordinary meeting of this Society (of which The Rt. Hon. Lord Justice Atkin is President) will be held at 11, Chandos-street, Cavendish-square, W.1, on Thursday next, the 28th inst., at 8.30 p.m., when a paper will be read by Dr. John Glaister Jr., Barrister-at-Law, on "The results of recent experimental work upon the serological or precipitin test for the detection of blood, considered from the medico-legal aspect," followed by a discussion.

The attention of members is drawn to the alteration in the day of the week fixed for meetings of the Society, which will in future be the fourth Thursday in the month.

Solicitors' Benevolent Association.

The monthly meeting of the directors of this Association was held at The Law Society's Hall, Chancery Lane, London, on the 13th inst., Mr. Alan G. Gibson in the chair. The other directors present were Sir A. Copson Peake (Leeds) and Messrs. F. E. F. Barham, E. R. Cook, W. F. Cunliffe, Adam Fox (Manchester), E. F. Knapp-Fisher, C. G. May, H. A. H. Newington, R. W. Poole, P. J. Skelton (Manchester), M. A. Tweedie, and A. B. Urmston (Maidstone).

£1,110 was distributed in grants of relief, forty-one new members were admitted, and other general business transacted.

Rules and Orders.

THE MANORIAL INCIDENTS (EXTINGUISHMENT) RULES, 1925, DATED AUGUST 6, 1925, MADE BY THE MINISTER OF AGRICULTURE AND FISHERIES UNDER THE POWERS VESTED IN HIM BY SECTION 139 (4) OF THE LAW OF PROPERTY ACT, 1922.

Continued from page 1029.

PART II.

Voluntary Extinguishment.

5. *Voluntary extinguishment.*]—(1) The lord of any manor may under these Rules with the consent of the Minister enter into an agreement as to the compensation for the extinguishment of the manorial incidents affecting any land held of the manor, and the tenant of the land affected by the extinguishment may with the consent of the Minister enter into any such agreement and proceedings under these Rules in pursuance of such an agreement are hereinafter referred to as a voluntary extinguishment: Provided that the Minister shall not give his consent to such an agreement unless he is satisfied that such course is the most convenient in the circumstances, and no persons other than those who if the land had not been enfranchised by virtue of Part V of the Law of Property Act, 1922, would have been entitled to effect an enfranchisement with the consent of the Minister under Part II of the Copyhold Act, 1894, shall be entitled to enter into an agreement under this Part of these Rules.

(2) A voluntary extinguishment may be on such terms as subject to these Rules are settled by agreement between the lord and the tenant.

(3) If the beneficial interest of the lord is less than an estate in fee simple in possession, or if the beneficial interest of the tenant is less than an estate in fee simple and he has not paid the whole of the cost of extinguishment, the lord or tenant respectively shall give notice in writing of the proposed compensation agreement to the person beneficially entitled to the next estate of inheritance in remainder or reversion in the manor or the land to be affected by the extinguishment.

(4) Where any person is entitled to notice of the proposed compensation agreement the assent or dissent or acquiescence of that person in respect of the extinguishment may be stated in writing to the Minister when he receives notice under th s Rule of the proposed compensation agreement, and if any dissent in writing has been expressed the Minister shall withhold his consent to the compensation agreement until he has made further enquiries and is satisfied that the agreement is not fairly open to objection.

(5) The Minister may in every case cause any such further notices to be given and enquiries to be made as he thinks proper, before consenting to the compensation agreement.

6. *Compensation for voluntary extinguishment.*]—(1) The compensation for a voluntary extinguishment may be either—

(*a*) a gross sum payable as hereinafter mentioned; or

(*b*) a compensation rentcharge issuing out of the land affected by the extinguishment or any part thereof; or

(*c*) any such grant as hereinafter provided;

or may be provided partly in one and partly another or others of those ways.

(2) The lord and the tenant may agree in writing that the compensation or part of the compensation for the extinguishment of manorial incidents shall consist of a grant of a right to waste in lands belonging to the manor, or of a grant of land or of a right to mines or minerals, or of a grant of any estate or right of the tenant or any right of way or other easement in or over the land affected by the extinguishment for more effectually winning and carrying away any mines or minerals under the land, including any right to let down the surface and any such grant may be made to the lord.

(*a*) when the manor is settled land, by a vesting instrument; or

(*b*) when the manor is held on trust for sale, by a conveyance on trust for sale;

so as to give effect to the trusts and provisions affecting the manor or the proceeds of sale thereof.

(3) Land or a right to mines or minerals subject to the same trusts as, or trusts corresponding with those to which the land affected by the extinguishment is subject may be granted as compensation under this Rule.

(4) Where the beneficial estate of the lord is less than an estate in fee simple in possession and land not parcel of the manor or a right to mines or minerals not in or under the land affected by the extinguishment is granted as compensation under this provision the land or right must be convenient in the opinion of the Minister to be held with the manor and must be conveyed in the proper manner so as to be held with the manor.

(5) The tenant may grant the rentcharge by deed to the lord so as to vest it in him to be held by him on the trusts and subject to the powers and provisions subsisting at the date of the extinguishment with respect to the manor of which the land affected by the extinguishment was held.

(6) A rentcharge granted under this Rule shall, unless otherwise agreed, be deemed to have commenced to be payable at the date of the extinguishment.

7. *Provisions for facilitating compensation agreements.*]—For facilitating compensation agreements, the following provisions shall have effect—

(1) The lord or the tenant shall, at the request of the other, furnish a statutory declaration stating particulars of his estate or interest in the manor or in the land affected by manorial incidents and giving such further information (if any) as may be required to show who has power to enter into the compensation agreement as respects the manor or the land and to give a receipt for the compensation money or any instalment thereof;

(2) If the declaration furnished by the lord shows who has power, as respects the manor, to enter into the compensation agreement and give a receipt for the compensation money or any instalment thereof then in favour of the tenant if the agreement and receipt are entered into and given in accordance with the declaration, the same shall be valid, and the receipt shall effectually discharge the person paying the compensation money or any instalment thereof from being bound to see to the application or being answerable for any loss or misapplication thereof;

(3) Where the compensation money or any instalment thereof is paid in accordance with such declaration to a person not entitled to receive the same, he shall be deemed to have received the money as trustee for the persons entitled thereto;

(4) If the declaration furnished by the tenant shows who has power, as respects the land, to enter into the compensation agreement, then the agreement if made in accordance with the declaration shall, in favour of the lord, be valid

(5) The costs incurred by a lord or tenant in furnishing the declaration shall be recoverable from the person requiring the declaration to be furnished, and any costs so recoverable by the tenant from the lord may be deducted from the compensation.

8. *Power for Minister to assist parties in arriving at compensation agreements.*]—If it appears to the Minister that it is the general wish of the lord and the tenants of any manor that the Minister should assist the parties in arriving at compensation agreements, the Minister may give such assistance and may for that purpose employ an officer of the Ministry or any other person possessing special knowledge of the matters in question.

Part III.

General Provisions.

9. *Steward's compensation and lord's expenses.*]—(1) The compensation (if any) for loss of office, payable to the steward when appointed before the twenty-ninth day of June, nineteen hundred and twenty-two, shall (in default of agreement) be such as is set out in Part VIII of these Rules.

(2) The compensation (if any) to the steward shall be paid by the lord and the amount thereof and any costs or expenses paid or incurred by the lord which are, by virtue of these Rules, or by agreement, recoverable from the tenant, shall be added to, and treated as part of, the compensation for the extinguishment of the manorial incidents; and the lord may require the amount of compensation so paid by him and his costs and expenses incurred in connection with the extinguishment to be discharged out of capital money held on the trusts of any settlement of the manor, or out of personal estate held on the same trusts as the proceeds of sale of the manor are directed to be held, or may charge the amount on the manor or on land settled on the same limitations or trusts as the manor, or on any rentcharge arising in respect of the extinguishment of any manorial incidents within the manor, or by a certificate of charge under these Rules, which shall have the same effect as a charge by way of legal first mortgage.

10. *Power to extinguish other rights by agreement.*]—The lord and the tenant may in writing agree that any right of the lord which is preserved by the Twelfth Schedule to the Law of Property Act, 1922, shall be treated as a manorial incident and be extinguished as if it were a manorial incident saved by Part V of that Act, and such an agreement may be made on behalf of the lord by the steward with the special authority of the lord.

11. *Payment of compensation by instalments.*]—(1) Unless the compensation for the extinguishment is within thirty days after the ascertainment thereof paid in a gross sum the compensation shall (unless the parties otherwise agree) be paid by twenty equal annual instalments, the first instalment to be paid on the first day of January next after the ascertainment of the amount of the compensation, with interest at five and a half per cent. per annum on the amount of the compensation, and (subject as hereinafter provided) from the date of the extinguishment and a further instalment, with interest at the like rate on so much of the compensation as for the time being remains unpaid, shall be paid on every subsequent first day of January until the whole compensation shall be fully paid, and so long as any of the said instalments and interest or either of them remain payable, the payment of the compensation shall by virtue of these Rules be secured by a terminable rentcharge issuing out of the land to which the manorial incidents attached equal to the said instalments and interest, payable on the same days but accruing from day to day, and varying with the amount from time to time payable;

Provided that, if the land affected is settled land, and there is sufficient capital money whereout the compensation may be discharged, or if the land affected is held on trust for sale and there is sufficient personal estate (not being chattels real) settled on the same trusts as the proceeds of sale whereout the compensation may be discharged, or if the compensation does not exceed twenty pounds, the compensation shall (unless the court on the application of any person interested otherwise directs) be paid in a gross sum (not by instalments), and in the former cases (subject to any order of the court to the contrary) shall be paid out of such capital money or personal estate, and in any such case may, subject as aforesaid, be recovered by the lord or other person entitled to give a receipt therefor as a debt due to him from the tenant or the trustees of the capital money or personal estate, as the case may be, with interest thereon from the date of the extinguishment at the rate of five and a half per cent. per annum.

(2) Where the compensation is to be a gross sum (not payable by instalments) then the land formerly affected by the manorial incidents shall, in priority to any other incumbrances (except tithe rentcharge and any charge having priority by statute) stand charged with the payment of that sum and interest thereon payable half-yearly at the rate of five and a half per cent. per annum from the date of the extinguishment until paid, and for the purpose of recovering the same the person entitled to give a receipt therefor shall, after the expiration of six months from the time when the amount was ascertained, have all the powers conferred by the Law of Property Act, 1925, on a mortgagee by deed whose power of sale has arisen, and as if the land had been charged by way of legal first mortgage to him.

(3) Where the manorial incidents are extinguished upon the expiration of ten years from the first day of January, nineteen hundred and twenty-six, by reason of no compensation agreement having been made or notice given to ascertain the compensation before the expiration of that period the annual terminable rentcharge (if any) payable as compensation shall commence from the date of the application to the Minister to determine the compensation (to be mentioned in the certificate as to the compensation) and the lord shall not be entitled to any interest in respect of the period between the expiration of the said period of ten years and the date of the application.

12. *Application, etc., of compensation.*]—(1) Money payable under these rules as the compensation for an extinguishment may, save where the provisions of Part IV of these Rules are applicable, be paid to the lord who, if beneficially entitled to a limited interest only in the manor, shall forthwith pay the sum received into court or to trustees in the manner hereinafter provided, and until such payment he shall be deemed to hold the money as trustee for the persons entitled thereto and the receipt of the person hereby authorised to receive the compensation shall be a sufficient discharge for the money, and the person paying it shall not be bound to see to the application thereof or be liable for its misapplication or loss.

(2) If a lord refuses to accept any money payable to him under these Rules the money shall be paid into Court or to trustees in manner hereinafter provided.

(3) If any money in respect of the compensation for an extinguishment is paid to a lord whose title afterwards proves to be bad or insufficent, the rightful owner of the manor or his representative may recover the amount from the person to whom it was paid or his representative, with interest at the rate of five pounds per cent. per annum from the time of the title proving to be bad or insufficient.

(4) If any dispute arises as to the proper application, appropriation or investment under these Rules of any money payable in respect of an extinguishment, the Minister may decide the question, and his decision shall be final.

13. *Compensation rentcharges.*]—(1) The following provisions shall apply to every compensation rentcharge created under or by virtue of these Rules :—

(*a*) The rentcharge shall be a first charge on the land charged therewith, and shall have priority over all charges and incumbrances affecting the land (except tithe rentcharge and any charge having priority by statute), notwithstanding that the charges or incumbrances are prior in date ;

(*b*) The rentcharge shall be deemed to be granted to the lord to be held by him on the trusts, and subject to the powers and provisions subsisting at the date of the extinguishment in consideration of which the rentcharge arises, in respect of the manor of which the land subject to the rentcharge was held, and shall be appendant and appurtenant to the manor, but not so as to be incapable of being severed therefrom or to be affected by the extinction thereof ;

(*c*) The rentcharge whenever created shall be recoverable by the remedies provided by section one hundred and twenty-one of the Law of Property Act, 1925.

(2) An occupying tenant, who properly pays on account of a rentcharge any money which as between him and his landlord that tenant is not liable to pay shall be entitled to recover from the landlord the money paid, or to deduct it from the next rent payable by the tenant, and an intermediate landlord who pays or allows any sum under this Rule may in like manner recover it from his superior landlord, or deduct it from his rent.

14. *Apportionment of compensation rentcharges.*]—The persons for the time being entitled to a compensation rentcharge and to the land subject to the rentcharge respectively, whether in possession or in remainder or reversion expectant on an esate for a term of years, may apportion the rentcharge between the several parts of the land charged therewith provided that where the person entitled to the land is not absolutely entitled thereto, the apportionment shall not be made without the consent of the Minister provided also that a sub-lessee shall not, as between him and his lessor, be liable in consequence of the creation or apportionment of a rentcharge under these Rules to pay any greater sum of money than he would have been liable to pay if the charge or apportionment had not been made.

15. *Redemption of compensation rentcharges.*]—(1) The person who, on a sale, is able to dispose of the land out of which a compensation terminable rentcharge issues, may at any time on giving not less than one month's notice to the person who on a sale would be able to dispose of the rentcharge, redeem the rentcharge and require the same to be released on payment of the amount of the instalments of principal remaining unpaid with interest up to the date of payment at the rate of five and a half pounds per cent. per annum, and may require that any capital money or personal estate which would (if the manorial incidents had not been extinguished) have been applicable for discharging the compensation for the extinguishment of manorial incidents, shall be applied in redeeming the instalments of principal ; and the redemption money shall be paid to the person (if any) who would have been entitled to give a receipt for the net proceeds of sale of the rentcharge if sold and shall be held on the same trusts (if any) as such proceeds would have been held ;

(2) If there is no such person capable of disposing of the rentcharge or of giving a receipt for the redemption money therefor, the same may be redeemed under the provisions of section one hundred and ninety-one of the Law of Property Act, 1925, and the expenses incurred in redeeming the rentcharge shall be dealt with on the same footing as the expenses incurring in redeeming a mortgage.

16. *Sale of compensation rentcharges*]—(1) Where the person for the time being entitled to the receipt of a compensation rentcharge is beneficially entitled thereto for a limited interest only, or is a corporation not authorised to sell the rentcharge except under these Rules, that person may sell and transfer the rentcharge with the consent of the Minister given under his seal.

(2) When a rentcharge is sold under this Rule the consideration money for the sale shall be paid into Court or to trustees in manner hereinafter directed.

Provided that when the consideration does not exceed the sum of twenty pounds for all the compensation rentcharges in the manor the consideration may be paid, if the Minister so directs, to the person for the time being entitled to receive the rentcharge for his own use.

17. *Payment into Court or to trustees.*]—(1) Where money is directed by or in pursuance of these Rules to be paid into Court it shall be paid into the High Court in manner provided by Rules of Court to an account *ex parte* the Minister.

(2) Where money is so directed to be paid to trustees it shall be paid—

(*a*) if there are any trustees acting under a settlement under which the lord or owner of the manor or rentcharge in respect of which the money arises derives his estate or interest in the manor or rentcharge, then to those trustees ;

(*b*) if the manor or rentcharge in respect of which the money arises is held on trust for sale, then to the trustees for sale ; and

(*c*) in any other case to trustees appointed by the Minister.

(3) Where money may under these Rules be paid either into Court or to trustees, it may be paid either into Court or to trustees at the option (where the money arises in respect of an extinguishment) of the lord for the time being, and (where it arises in respect of a rentcharge) of the owner for the time being of the rentcharge.

Provided that where such lord or owner is tenant for life or a person having the powers of a tenant for life or a statutory owner, the money shall be paid into Court unless it can be paid to trustees of the settlement for the purposes of the Settled Land Act, 1925.

(4) The Minister may appoint fit persons to be trustees for the purposes of these Rules, and where any trustee appointed by the Minister dies, the Minister shall appoint a new trustee in his place.

(5) Where any trustee appointed by the Minister desires to resign, or remains out of Great Britain and Northern Ireland for more than twelve months, or refuses or is unfit to act, or is incapable of acting, the Minister may, if he thinks fit, appoint another trustee in his place.

(6) An appointment under this Rule must be by order under the seal of the Minister.

(7) Nothing in these Rules shall authorise capital money arising under a settlement or a trust for sale to be paid to fewer than two persons as trustees unless the trustee is a trust corporation within the meaning of the Law of Property Act, 1925.

18. *Investment of money in Court or in hands of trustees.*]—(1) Where in pursuance of these Rules any money in respect of an extinguishment or the redemption or sale of a compensation rentcharge is paid into Court or to trustees the money shall when paid into Court be applied under the direction of the Court, and when paid to trustees be applied, subject to the consent of the Minister, by the trustees, in one, or partly in one and partly in another or others, of the following modes of application or investment ; that is to say,

(*a*) in the purchase or redemption of the land tax, or in or towards the discharge of any incumbrance, affecting the manor or the rentcharge or other land settled with the manor or rentcharge to the same or the like trusts ; or

(*b*) in the purchase of land ; or

(*c*) in investment in Government or real securities, or in any of the investments in which trustees are for the time being authorised by law to invest ; or

(*d*) in payment to any person who would, if the extinguishment or redemption or sale had not taken place, be absolutely entitled to the manor or the rentcharge respectively.

Provided that where the money so paid into Court or to trustees is capital money arising under the Settled Land Act, 1925, or under a trust for sale, it shall be applied as such money.

(2) Land purchased under this Rule shall be conveyed so as to be held on the trusts, and subject to the powers and pro-

visions which are or would but for the extinguishment or redemption or sale be subsisting in the manor or rentcharge, as the case may be, or as near thereto as circumstances permit.

Provided that—

(*a*) all land acquired with capital money for the purposes of the Settled Land Act, 1925, shall be conveyed by a vesting instrument in accordance with that Act;

(*b*) all land acquired with money arising under a trust for sale shall be conveyed on trust for sale in accordance with section twenty-eight of the Law of Property Act, 1925.

(3) The income of an investment under this Rule shall be paid to the person who is, or would but for the extinguishment be, entitled to the manorial incidents or would but for the redemption or sale be entitled to the rentcharge, as the case may be.

(4) An investment or other application of money in Court under this Rule shall be made on the application of the person who would for the time being be entitled to the income of an investment of the money.

19. *Expenses of ascertainment of compensation.*]—(1) The expenses of the ascertainment of the compensation on a compulsory extinguishment required by notice given by the lord or tenant before the first day of January, nineteen hundred and thirty-six, shall be borne by the party giving the notice unless the Minister considers that the conduct of the other party has been unreasonable or that that party has unreasonably refused a proposal made by the party giving the notice, in which case the Minister may disallow the payment of the whole or any part of the expenses incurred as the Minister may consider just.

(2) The costs and expenses of determining the compensation in any case where the manorial incidents affecting the land are by virtue of the Law of Property Act, 1922, extinguished upon the expiration of ten years from the commencement of that Act by reason of no compensation agreement having been made or notice given to ascertain the compensation before the expiration of that period, shall, notwithstanding any other provision contained in these Rules, and in default of agreement, be borne by the tenant unless the Minister considers that the conduct of the lord has been unreasonable or that special considerations apply, in either of which cases the Minister may determine by whom and in what proportions, if any, the costs and expenses are to be borne, and in so determining he shall have regard to what would be just, according as nearly as may be to the advantages derived from the extinguishment by the lord and tenant respectively or by either of them.

(3) A sum in respect of the expenses of the ascertainment of the compensation on a compulsory extinguishment shall not be due or recoverable from any person until it has been certified by order of the Minister to have been properly incurred.

(4) The expenses of the ascertainment of the compensation on a voluntary extinguishment under these Rules shall be borne by the lord and tenant in such proportions as they agree, or in default of agreement as the Minister directs.

(5) The expenses to which this Rule applies shall include all expenses which in the opinion of the Minister are incidental to a voluntary extinguishment or to the ascertainment of the compensation, whether for proof of title, production of documents, expenses of witnesses, or otherwise.

(6) Where there is any dispute as to the amount of the expenses payable by or to any person under this Rule the Minister may ascertain the amount and declare it by order, and the order shall be conclusive as to the amount and that it is payable by or to the persons mentioned in that behalf in the order, provided that this provision shall not extend to any dispute arising as to the remuneration of solicitors in connection with the extinguishment of manorial incidents.

(7) If by reason of dispute as to title it appears to the Minister to be uncertain on whom an order to pay expenses should be made, the Minister may, if he thinks fit, grant to the person entitled to receive payment of the expenses a certificate of charge on the manor or land, as the case may be, in respect of which the expenses were incurred.

20. *Recovery of expenses.*]—(1) Where money is declared by these Rules to be payable by any person on account of the expenses of proceedings under these Rules, and such expenses are not by these Rules directed to be added to and treated as part of the compensation for extinguishment of manorial incidents:—

(*a*) the money may be recovered as a debt due from the person liable to pay to the person entitled to receive it;

(*b*) if the amount is certified by an order of the Minister and the person liable to pay the amount does not pay it immediately after receiving notice of the order, the person to whom the amount is payable shall be entitled to obtain from the court of summary jurisdiction a warrant of distress against the goods of the person in default;

(*c*) if the money is payable by a lord to a tenant, or by the owner of a rentcharge to the owner of the land charged, it may be set off against any money which at the time is receivable by the lord from the tenant, or by the owner of the rentcharge from the owner of the land charged, as the case may be.

(2) If a tenant who is a trustee or is not beneficially interested in the land of which he is tenant, properly pays any expenses in proceedings for ascertainment of the compensation on an extinguishment he may, except as against a mortgagee, recover the amount paid from the person who is entitled to the land at the date of the extinguishment or by means of a charge as hereinafter provided.

(3) If an occupier of land properly pays any such expenses he may deduct the amount paid from his next rent.

21. *Charge for compensation money and expenses of tenant.*]—(1) Where the compensation on an extinguishment is ascertained under these Rules the tenant may charge the land affected by the extinguishment with all money paid by him as compensation and with his expenses of the ascertainment.

(2) Where any grant of land is made as compensation for voluntary extinguishment and the person granting the land is absolute owner thereof, he may charge the land effected by the extinguishment with such reasonable sum as the Minister considers to be equivalent to the value of the subject of the grant.

(3) When a charge may be made under this Rule, the expenses of the charge may be included in the charge.

(4) A charge under this Rule may be for a principal sum and interest thereon not exceeding five per cent. per annum, or may be by way of terminable annuity calculated on the same basis.

(5) A charge under this Rule may be by deed by way of mortgage or by a certificate of charge as hereinafter provided.

(6) Any such charge shall be a first charge on the land subject to the charge, and shall have priority over all charges and incumbrances whatsoever affecting the land (except tithe rentcharge and any charge having priority by statute), notwithstanding that the charges or incumbrances are prior in date.

(7) Any money secured on land may be continued on the security thereof notwithstanding a charge under these Rules.

22. *Charge for lord's expenses.*]—(1) Expenses incurred by a lord in proceedings under these Rules may be paid out of any compensation money (where it is a gross sum) arising in respect of the proceedings, or be charged, together with the expenses of the charge, on the manor or on land settled on the same trusts as the manor or on any rentcharge arising in respect of the proceedings or in respect of any extinguishment within the manor.

(2) Any such charge shall be by deed by way of legal mortgage, or by a certificate of charge as hereinafter provided.

23. *Charge for consideration money where tenant's title proves bad.*]—If a tenant or person claiming to be tenant pays any money in respect of compensation for extinguishment and is afterwards evicted from the land affected by the extinguishment, he may claim against that land the amount of the money or so much of it as is not charged on the land under these Rules, and that amount shall be charged on the land with interest thereon at the rate of five and a half per cent. per annum from the date of the eviction.

24. *Charge for money paid by mortgagee.*]—If a mortgagee pays under these Rules any compensation money or expenses in respect of an extinguishment of manorial incidents affecting, or of the redemption of a rentcharge on, the mortgaged property, the amount so paid shall be added to his mortgage, and the mortgaged property shall not be redeemable without payment of that amount and interest thereon.

25. *Power to advance sums required for purposes of these provisions.*]—Any company authorised to make advances for works of agricultural improvements to owners of settled and other estates, may, subject and according to the provisions of its Act of Parliament, charter, deed, or instrument of settlement, make advances to owners of settled and other estates of such sums as may be required for the payment of any compensation for extinguishment or of any expenses chargeable on a manor or land or otherwise, and take for their repayment a charge for the same in accordance with those provisions respectively.

(*To be continued.*)

Law Students' Journal.

Law Students Debating Society.

At a meeting of the Society held at The Law Society's Hall, on Tuesday, the 19th inst. (chairman, Mr. W. M. Pleadwell), the subject for debate was "That in the opinion of this House the resignation of Spain from the League of Nations and the circumstances leading up to it constitute a serious blow to the prestige of the League." Mr. A. S. Diamond opened in the affirmative. Mr. R. D. C. Graham opened in the negative. The following members also spoke: Messrs. C. P. Spurrell, H. M. Pratt, W. S. Jones and V. R. Aronson. The motion was carried by two votes. There were fourteen members and two visitors present.

Legal Notes and News.

Appointments.

Sir GEORGE CLAUS RANKIN has been appointed Chief Justice of the High Court of Calcutta in succession to Sir Lancelot Sanderson, K.C. Sir George—who was called by Lincoln's Inn in 1904 and has held the position of a Puisne Judge at Calcutta since 1918—obtained his M.A. degree at Edinburgh in 1897, with honours in philosophy, was Whewell Scholar in International Law at Cambridge in 1902, and for some years was in the chambers of Mr. William Pickford, K.C., afterwards Lord Sterndale. He was a member of the Hunter Committee in 1919 and Chairman of the Civil Justice Committee in 1924, and received the honour of knighthood in the following year. During the Great War Sir George held a commission in the Royal Garrison Artillery.

His Majesty The King has been graciously pleased to appoint Mr. HERMAN CAMERON NORMAN, C.B., C.S.I., C.B.E., to be a member of the Royal Commission on Local Government in succession to the Honourable Sir Arthur Myers, who died on the 9th October. Mr. Norman, who was for many years a member of the Diplomatic Service, served at Cairo, Constantinople, Washington, St. Petersburg, Buenos Aires, Tokio, Paris and the Foreign Office. His last post was that of H. M. Envoy Extraordinary and Minister Plenipotentiary at Tehran. Mr. Norman was Secretary to the International Sleeping Sickness Conference in 1907, Secretary General to the International Naval Conference in 1908, and Secretary to the Conference of Plenipotentiaries for the conclusion of peace between Turkey and the Balkan States in 1912.

The Lord Chief Justice has appointed Mr. FREDERICK SPENCER ARNOLD BAKER (a practising barrister of not less than 10 years' standing), to be a Master in the Supreme Court of Judicature, King's Bench Division, in the room of Master Sir T. Willes Chitty, Bart., retired.

The King has been pleased to appoint The Hon. VICTOR ALEXANDER FREDERICK VILLIERS RUSSELL, O.B.E., Barrister-at-Law, to be Recorder of the Borough of Bedford.

Mr. JOHN HEYS, Solicitor, Deputy Town Clerk of Ipswich, has been appointed Assistant Town Clerk of Rochdale.

Mr. G. S. FRASER, Deputy Town Clerk of Aberdeen, has been appointed Town Clerk of that city in succession to Mr. J. W. Davidson.

Mr. C. J. INGHAM, assistant in the office of Mr. P. S. Wade, Solicitor, Clerk to the Wharfedale Guardians, Otley, has been appointed Clerk to the Worksop Rural District Council.

Mr. HORACE W. SKINNER, LL.B. (Lond.), Solicitor, Deputy Clerk to the Derbyshire County Council, has been appointed Clerk of that County Council, Clerk of the Peace, County Solicitor and Clerk to the Standing Joint Committee in succession to Mr. N. J. Hughes Hallett, Solicitor, who is now retiring after thirty-seven years' service with that authority. Mr. Skinner was admitted in 1906.

Mr. A. C. SHEPHERD, M.C., Assistant Solicitor in the office of Mr. Ernest W. Tame, Town Clerk, Birkenhead, has been appointed Deputy Town Clerk of that county borough. Mr. Shepherd was admitted in 1923.

The King has approved the appointment of Mr. MANMATHA NATH MUKHARJI to be a Puisne Judge of the High Court of Judicature at Calcutta, in succession to Sir Nalini Ranjan Chatarji, who will retire in November.

Mr. R. H. FURNESS, Solicitor-General of Trinidad, has been appointed Chief Justice of Barbados.

Professional Announcement.

MESSRS. LANE & COLLIER, solicitors, have removed their offices from 1, Tower Royal, Cannon Street, to No. 48, Bishopsgate, E.C.2, to which address all future communications should be sent. The telephone numbers (City 8366 and 8367) will remain unchanged.

Partnership Change.

Mr. JOHN WILLIAMS, M.A., LL.B., who has since December, 1924, solely carried on the practice of a solicitor at Westgate, Peterborough, under the style of Hunt and Williams, is changing the name of his firm, and will in future practice under the firm name of Williams and Co. at the same address. The practice will as hitherto be carried on by him solely.

Wills and Bequests.

Mr. John Grieve, of Charlecote House, Fort William, Inverness-shire, Writer to the Signet, left estate of the gross value of £10,540.

Mr. Morgan Hopkin John, solicitor, of Glyncelli-road, Treorchy, Glamorgan, left estate of the gross value of £5,369.

Mr. William Rogers, of Thickett-road, Anerley, and of Newcourt, Carey-street, W.C., shorthand writer, left estate of the gross value of £10,569.

Mr. William J. Ryan, solicitor, late of Lower Gardiner-street, Dublin, left estate of the gross value of £3,587.

Mr. Percy Wilson Daniel Cruttwell, of Polmennor, Hea Moor, Penzance, retired solicitor, lately senior partner in Messrs. Cruttwell, Daniel & Cruttwells, of Frome, who died on 7th August, aged seventy-eight, left estate of the gross value of £50,747. He left £100 to Charles Harry Spackman, "for many years my most valued and confidential managing clerk . . . as a small token of my appreciation of his long and faithful services."

Mr. David Hunter, solicitor, of North Park-terrace, Edinburgh, left personal estate in Great Britain of the gross value of £3,354.

Mr. Arthur Edward Pearkes, solicitor (sixty-two), of South-street, Eastbourne, and of College-hill, E.C., left estate of the gross value of £9,649.

Mrs. Lanctott, the wife of Mr. Charles Lanctott, Deputy Attorney-General of Quebec, died a few hours after her husband had sailed in the "Aquitania" from Southampton on Saturday the 16th inst., in order to be at her bedside. Mr. Lanctott was in England to assist in the pleading of Quebec's case before the Privy Council in connexion with the Labrador boundary dispute.

"UNNECESSARY NOISE."

At the Justice Room, Guildhall, before Alderman Sir Harold Moore, on Monday, there were several summonses against drivers of motor vehicles—principally cycles—for using machines the exhaust of which was "noisy." Captain Meyler (on behalf of the Automobile Association) again raised objection to the police evidence on the subject of "unnecessary noise," contending that this was a mere expression of opinion, and, therefore, not strictly evidence. In answer to the magistrate, P.C. Bird said the noise was excessive and beyond the average. It was much louder than a Maxim gun when the engine was opened out. The defendant said that it was the narrowness of the street (Shoe-lane) that made the noise sound loud. He promised to take steps to mitigate the noise and was fined 10s. Another defendant, who denied that there was any noise from his engine, was ordered to pay 40s. In other cases the fines were smaller.

RATING AND VALUATION ACT, 1925.

The Central Valuation Committee, appointed by the Minister of Health under s. 57 of the above Act for the purpose of promoting uniformity in the principles and practice of valuation throughout England and Wales, met on Wednesday, the 20th inst., for the first time, when the Right Hon. Neville Chamberlain addressed the committee before the formal business was proceeded with. Mr. Thomas White (chairman West Derby Union Assessment Committee and president of the National Association of Assessment and Rating Authorities) was elected chairman, and Mr. E. J. Holland, D.L., J.P. (chairman of the Surrey County Council) was elected vice-chairman. The committee appointed Mr. A. E. Joll of the Ministry of Health to the office of secretary.

BRITISH CLAIMS AGAINST HUNGARY.

The Board of Trade announced that the Administrator of Hungarian Property has, under the powers conferred upon him by s. 1 (xiv) of the Treaty of Peace (Hungary) Orders, 1921-1923, and with the approval of the President of the Board of Trade, prescribed the 30th October, 1926, as the final date by which proofs by British nationals of debts due to them by Hungarian nationals or of pecuniary obligations of the Hungarian Government under Article 231 of the Treaty of Trianon, and other claims by British nationals against the Hungarian Government, must be made in order to rank for payment of the sixth dividend to be declared by him.

It will be recalled that the 31st March, 1926, was the final date by which such proofs had to be made in order to rank for payment of the fifth dividend, but creditors who failed to lodge their proofs of claim with the Administrator by that date will, if they do so by the 30th October, 1926, be entitled subject to what is stated below in regard to claims under Article 231 of the Treaty, to rank for payment of the dividend out of assets remaining after payment of the fifth dividend before the assets are applied to the payment of the sixth dividend.

In accordance with the rule made by the Administrator on the 7th March, 1923, claims under Article 231 of the Treaty can only be admitted to rank at all for dividend if the proof was lodged before the 30th June, 1923, or if the time for lodging the proof is extended by the Administrator, who has power to grant an extension until two months after the claimant became aware of the existence or amount of the claim where the claimant only became aware of its existence or amount at a date subsequent to the 1st June, 1923. Claims lodged after the 30th October, 1926, will, if accepted, only be permitted to rank against any surplus of the above-mentioned Hungarian assets which may remain over after payment of the said sixth dividend.

The prescribed forms of proof of claim may be obtained on application to the Administrator of Hungarian Property at Cornwall House, Stamford Street, London, S.E.1.

ANGLO-GERMAN TRIBUNAL JUDGMENTS.

The Anglo-German Mixed Arbitral Tribunal, First Division, sitting in London, have given interlocutory decisions in *Narraway* v. *German Government* and in *Norddeutsche Bank* v. *Wallis*.

Mr. F. W. Narraway, a British national, claimed the value of the effects of his business as a vendor of dental requisites which he carried on at Freiburg before the war. He was first interned at the Ruhleben camp, but upon his health breaking down he was three years later transferred to Spandau and other places, eventually being sent to Holland, where he remained until the Armistice.

The Tribunal found that at no time during the war was his business placed under administration or his assets liquidated or administered, except his motor car, which was requisitioned by the German military authorities in August, 1914. After the Armistice the claimant returned to find that everything had gone except remnants of furniture, which he then sold, and that his business was being carried on by someone else, though he did not know how it was acquired. The Tribunal were of opinion that Mr. Narraway could not succeed in respect of anything except the depreciation in the sums paid for the furniture and the value of the motor car, and gave directions to ascertain the amount due to the claimant on these items.

Norddeutsche Bank v. *Wallis.*

The Norddeutsche Bank claimed a sum, and interest thereon, due on a bill of exchange drawn by Max Hilbert in Hamburg, and accepted by Mr. E. A. Wallis, a British national, of Brighton, and discounted with the claimant bank on 24th June, 1914. The bill fell due on 8th August, 1914, but the debtor did not meet it.

The Tribunal found that the bank were holders for value of the bill, and not merely trustees for Max Hilbert, but the Tribunal wished to hear argument of the question whether a right to claim arising out of a bill of exchange subsequent to the ratification of the Treaty of Versailles, in view of the provisions of paragraph 6 of the Annexe to section 5, Part X., of the Treaty, fell within the provisions of Article 298; and, further, when such right in fact arose.

RESIGNATION OF SOLICITOR TO THE LONDON COUNTY COUNCIL.

At the meeting of the London County Council on Tuesday last, under the chairmanship of Sir George Hume, the resignation by Mr. D. P. Andrews of the position of Solicitor to the Council was announced.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 5%. Next London Stock Exchange Settlement, Thursday, 28th October, 1926.

	Middle Price 20th Oct	Interest Yield. £ s. d.	Yield with Redemption. £ s. d.
English Government Securities.			
Consols 2½%	54⅞	4 12 0	—
War Loan 5% 1929-47	101½	4 18 6	4 19 0
War Loan 4½% 1925-45	94⅞	4 15 0	4 19 0
War Loan 4% (Tax free) 1929-42	100⅛	4 0 0	4 0 0
War Loan 3½% 1st March 1928	98¼	3 12 0	4 18 0
Funding 4% Loan 1960-90	84⅜	4 15 0	4 16 0
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	92	4 7 0	4 9 0
Conversion 4½% Loan 1940-44	95	4 15 0	4 16 0
Conversion 3½% Loan 1961	74⅛	4 14 0	—
Local Loans 3% Stock 1921 or after	62½	4 16 0	—
Bank Stock	247	4 17 0	—
India 4½% 1950-55	91¼xd	4 19 0	5 0 6
India 3½%	69½	5 1 0	—
India 3%	59⅜	5 1 0	—
Sudan 4½% 1939-73	93¾	4 16 0	5 0 0
Sudan 4% 1974	84	4 15 6	4 18 6
Transvaal Government 3% Guaranteed 1923-53 (Estimated life 19 years)	79¾	3 15 6	4 14 0
Colonial Securities.			
Canada 3% 1938	84	3 11 6	4 19 0
Cape of Good Hope 4% 1916-36	91½	4 8 0	5 3 0
Cape of Good Hope 3½% 1929-49	79⅜	4 8 0	5 1 0
Commonwealth of Australia 5% 1945-75	98½	5 2 0	5 3 0
Gold Coast 4½% 1956	95	4 15 0	4 17 0
Jamaica 4½% 1941-71	90¾	4 19 0	5 0 0
Natal 4% 1937	91¼	4 7 0	4 19 0
New South Wales 4½% 1935-45	89½	5 1 0	5 9 0
New South Wales 5% 1945-65	96⅝	5 3 6	5 5 6
New Zealand 4½% 1945	95¼	4 14 6	4 18 0
New Zealand 4% 1929	95⅛	4 3 6	5 8 0
Queensland 5% 1940-60	95	5 5 0	5 5 6
South Africa 5% 1945-75	100¾	4 19 0	5 0 0
S. Australia 5% 1945-75	97½	5 2 6	5 4 0
Tasmania 5% 1932-42	98⅜	5 1 6	5 2 6
Victoria 5% 1945-75	98¼	5 2 0	5 4 0
W. Australia 5% 1945-75	98	5 2 0	5 3 6
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corpn.	62½	4 16 0	—
Birmingham 5% 1946-56	100	5 0 0	5 0 0
Cardiff 5% 1945-65	100	5 0 0	5 0 0
Croydon 3% 1940-60	66	4 11 0	5 2 0
Hull 3½% 1925-55	75½	4 13 0	5 0 6
Liverpool 3½% on or after 1942 at option of Corpn.	72⅞	4 16 0	—
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	51⅞	4 16 6	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	61⅝	4 17 0	—
Manchester 3% on or after 1941	63	4 15 6	—
Metropolitan Water Board 3% 'A' 1963-2003	61¾	4 17 0	4 17 6
Metropolitan Water Board 3% 'B' 1934-2003	62⅞	4 16 0	4 17 0
Middlesex C. C. 3½% 1927-47	79⅞	4 8 0	5 0 0
Newcastle 3½% irredeemable	71⅞	4 18 0	—
Nottingham 3% irredeemable	61½	4 17 6	—
Stockton 5% 1946-66	100	5 0 0	5 0 0
Wolverhampton 5% 1946-56	99	5 1 0	5 1 0
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	81½	4 18 0	—
Gt. Western Rly. 5% Rent Charge	99½	5 0 6	—
Gt. Western Rly. 5% Preference	94½	5 6 0	—
L. North Eastern Rly. 4% Debenture	77½	5 3 0	—
L. North Eastern Rly. 4% Guaranteed	73½	5 9 0	—
L. North Eastern Rly. 4% 1st Preference	65½	6 2 0	—
L. Mid. & Scot. Rly. 4% Debenture	79½	5 1 0	—
L. Mid. & Scot. Rly. 4% Guaranteed	77½	5 3 6	—
L. Mid. & Scot. Rly. 4% Preference	72½	5 10 6	—
Southern Railway 4% Debenture	80½	4 19 6	—
Southern Railway 5% Guaranteed	98½	5 1 6	—
Southern Railway 5% Preference	94½	5 6 0	—

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 1.	Mr. JUSTICE EVE.	Mr. JUSTICE ROMER.
M'nd'y Oct. 25	Mr. Ritchie	Mr. More	Mr. Synge	Mr. Ritchie
Tuesday .. 26	Synge	Jolly	Ritchie	Synge
Wednesday 27	Hicks Beach	Ritchie	Synge	Ritchie
Thursday . 28	Bloxam	Synge	Ritchie	Synge
Friday .. 29	More	Hicks Beach	Synge	Ritchie
Saturday .. 30	Jolly	Bloxam	Ritchie	Synge
	Mr. JUSTICE ASTBURY.	Mr. JUSTICE LAWRENCE.	Mr. JUSTICE RUSSELL.	Mr. JUSTICE TOMLIN.
M'nd'y Oct. 25	Mr. More	Mr. Jolly	Mr. Bloxam	Mr. Hicks Beach
Tuesday .. 26	Jolly	More	Hicks Beach	Bloxam
Wednesday 27	More	Jolly	Bloxam	Hicks Beach
Thursday . 28	Jolly	More	Hicks Beach	Bloxam
Friday .. 29	More	Jolly	Bloxam	Hicks Beach
Saturday .. 30	Jolly	More	Hicks Beach	Bloxam

HIGH COURT OF JUSTICE.—CHANCERY DIVISION.

MICHAELMAS SITTINGS, 1926.

Continued from page 1031.

COMPANIES (WINDING UP) MOTIONS.

John Dawson & Co (Newcastle-on-Tyne) ld (s.o. generally by consent)
S Jacobs & Co ld (ordered on Mar 15, 1921 to s.o. generally)
H C Motor Co ld (ordered on July 5, 1921 to s.o. generally)
Corbridge Steamship Co ld (ordered on Dec 15, 1925 to s.o. generally)

ADJOURNED SUMMONSES. COMPANIES (WINDING UP).

Vanden Plas (England) ld (with witnesses—parties to apply to fix day for hearing—retained by Mr. Justice Astbury)
Fairbanks Gold Mining Co ld (ordered on July 26, 1921, to s.o. generally)
Blisland (Cornwall) China Clay Co ld (ordered on Dec 16, 1921, to s.o. generally)
Atkey (London) ld (ordered on Jan 22, 1924, to s.o. generally)
Joint Stock Trust & Finance Corpn ld
Same (to review taxation) (ordered on July 28, 1926, to s.o. generally—liberty to restore)
Direct Fish Supplies ld (appln of H E Warner) (ordered on Feb 3, 1925, to s.o. generally)
Nitrogen Fertilisers ld (with witnesses) pt hd (ordered on Nov. 10, 1925, to s.o. generally)
Same (with witnesses) pt hd (ordered on Nov 10. 1925, to s.o. generally)
County of York Agricultural Co-operative Soc ld (ordered on Mar 30, 1925, to s.o. generally, liberty to apply to restore)
Herbert MacCullum & Co ld (s.o. from July 27, 1925, to Oct 13, 1926)
Peron ld (with witnesses)
Hotel St Petersbourg Paris ld
United General Commercial Insce Corpn ld (re Claims under Employers Liability Insce)
Aircraft Manufacturing Co ld (with witnesses)
United General Commercial Insce Corpn ld (appln of George Cohen Sons & Co)
Chimbote (Peru) Coal & Harbour Syndicate ld
Profits & Income Insce Co ld
Lewis & Marks (Diamond Branch) ld
James Chorley ld (with witnesses)
Refrigeration Developments ld (with witnesses)

CHANCERY DIVISION.

French South African Development Co ld
Partridge v French South African Development Co ld (ordered on April 2, 1914, to s.o. generally pending trial of action in King's Bench Division)
Economic Building Corpn ld (with witnesses) (ordered on July 3, 1923, to s.o. generally)
Economic Building Corpn ld (ordered on July 3, 1923, to s.o. generally)
Selected Gold Mines of Australia ld
Nash v The Company fur con (ordered on July 28, 1926, to s.o. generally — liberty to restore)

Before Mr. Justice ASTBURY.

Retained Cause for Trial.
(With Witnesses.)
(From Mr. Justice EVE's List.)

Ballard v Blackmore

Retained Adjourned Summonses.

Re Colombia Northern Ry Co ld
Adair v The Company
Re Murray
Taylor v Humbert

Causes for Trial.
(With Witnesses.)

Waterlow & Sons ld v Rapkin & ors
The Trustees of the Property of Leeming Bros (Bankrupts) v Pine
Grout v Greenwood
The Trustees of the Property of Appel (a Bankrupt) v Annan, Dexter & Co
Sames v Samestophone ld
Love v Trustee of the Property of Rutter (a Bankrupt)
Boyce v Morris Motors ld
Midgley v Richmond
The Walpamur Co ld v A Sanderson & Co ld
Friedlander v The Lake Copper Proprietary Co ld
Re A Sanderson & Co ld Trade Mark & Re Trade Marks Acts, 1905 to 1919
Kremer v Fawke
Alcock v Midland Bank ld
Samson Cordage Works v J Austin & Sons ld
Re Samson Cordage Trade Mark & re Trade Marks Acts 1905 to 1919
G J Mason ld v Taylor
Brooke-Hitching (since dec) v Hilton
Wilkinson v Little
Bohemian Union Bank v Administrator of Austrian Property
Shearman v Southend Corpn
Hughes v Benson
Statham v Cullen
Whyte, Ridsdale & Co ld v Attorney-Gen
Haddrell v Haddrell
Whittaker v Whittaker
Welton v Mordaunt & Co ld
B Lipton ld v Medawar
Arthur Butler ld v Tilley
Bowen v Pickett
Rubber Estates Development Trust ld v Tropical Products Issuing Corpn ld
Holliday v Holliday
Re Wharncliffe Woodmoor Colliery Co ld and Re Cos (C) Act 1908
Henry v Gibson
Bull v Minty
Baker v Rettie
Baker v Callaway
Erembert v Pollak
Eastern Counties Dairy Farmers ld v Smitten
Harris v Medawar
Bexon v Caunt
Trustee of the Property of Hulley, Allen & Co, Bankrupts v Housden

Before Mr. Justice LAWRENCE.

Retained Causes for Trial.
(With Witnesses.)

Wright v Palmer
Hardwell v Symonds
Duke of Westminster v Burns

Further Considerations.

Re Hartlepools Paper Mill Co ld
Knowles v The Company
Re Scott, dec Scott v Scott

Adjourned Summonses.

Conyngham v Conyngham (s.o.—to come on with action)
Re Cook, dec Cowmeadow v Cook (to come on with 2nd fur con)
Re Asplin, dec Asplin v Asplin
Re Allen, dec Whittles v Allen
Re Rubbins, dec Ross v Comfort
Re Evans, dec & re Rees, dec Thomas v Hopkins
Re Huxley, dec Barker v Huxley
Re Cooper, dec Cooper v Butt
Booker v Dickrell
Re Jenkins' Settlement Leeder v Jenkins
Grice v Johnson
Re Croysdale's Trusts Driffield v Driffield
Re Murray, dec Public Trustee v Stirling
Re Bird, dec Watson v Nunes
Sunderland Corpn v Gray
Re Benson, dec Benson v Benson
Re Burrows, dec Carslaw v Robinson
Re Pink, dec Elvin v Nightingale
Re Same Same v Same
Re Marrian's Settlement Marrian v Public Trustee
Re Bowen, dec Hunns v Nicholls
Re Gray Public Trustee v Woodhouse
Atthill v Atthill
Re Welch, dec Morrish v Welch
Re Weller, dec Weller v Blake
Re Batten, dec Batten v Batten
Arundell v King
Re Davidge Backwell v Lorent
Re Sikes Moxon v Crossley
Re Vincent Public Trustee v Vincent
Re Stubley Stubley v Stubley
Re Jackson Riddell v Watson
Re John Bell Hodgson, Vernon & Co ld v Bell
Re McCreery McCreery v McCreery
Re Ward Montgomery v Pawson
Re Land Registration Act, 1925 & re Kelly
Re Herbst, dec Pitt v Sledger

Before Mr. Justice RUSSELL.

Retained Causes for Trial.
(With Witnesses).

Major v Chalcraft & ors
Sutherland v Morden
Sutherland v British Dominions Land Settlement Corpn ld (s.o. to Nov. 2 to be mentioned)
Grey v Grey pt hd
Re Earl of Stamford & Warrington Payne v Grey

Further Consideration.

Re C Hearn Hearn v Austen

Adjourned Summonses.

Re Comrades of the Great War Trust Fund Adams v Corsfield
Re De Ruvigny McLachlan v Craig (with witnesses)
Re Baron Waleran's Estates and Re S L Act, 1925
Re Hoyland Hoyland v Hoyland (with witnesses)
Re Askew Askew v Riches (restored)
Re Keates Keates v Feild
Re Cole Shepheard v London Soc for Teaching the Blind
Re Perry Gill v Perry
Re Cunningham C Kinloch & Co ld v Cunningham
Re Pedder Dorman v Wilson
Re Symon Symons-Jeune v Bunbury
Re Dickinson Public Trustee v Beaumont
Re Forder Forder v Forder
Re Barker-Mills' Settlement Curzon v Coleman
Re W J Rees Hews v Rees
Re Dahl Dadl v Dahl
Major v Chalcraft
Re S H Jones Barnett v Serocold
Re Græme Walker v Vincent
Re Hutchinson Bromley v Att.-Gen.
Re Thornton Hirst v Evans
Re Jones Nokes v Chatfield
Re Spiers Abrahams v Spiers
Re Brass Walker v Brass
Re Dickinson Hughes v Ashford
Re Stopford's Settlement Wilbraham v Stopford
Re Lindop, dec Stabb v Lindop
Re Hunt Hunt v Lumb
Re Squire Pain v Willmott
Re Hudson Hodgson v Hudson
Re Stocker Stocker v Stocker
Re W H Watts & re Settled Land Act, 1925
Re Earl of Stamford & Warrington's Settlement Hall v Gray
Re Maillard Lonsdale v Maillard
Re Haigh Janes v Haigh
Re Treloar Public Trustee v Treloar
Re Petersen Charles Bradbury ld v Bulteel

Before Mr. Justice ROMER.

Retained Further Consideration.

Re Bloomfield, dec Bloomfield v Bloomfield

Retained Adjourned Summonses.

Re Quintin Dick Cloncurry v Fenton
Re Griffiths' Will Trusts Griffiths v Griffiths
Re W E Baxter ld Baxter v The Company

Causes for Trial.
(With Witnesses.)

Huggins & Co ld v Comer
Maidenhead Brick & Tile Co ld v Arundell
Hattersley v Newman
Wardle v Rennoldson
Re Companies (Consolidation) Act, 1908 & re Herbert MacCallum & Co ld
Tunnicliffe & Hampson (1920) ld v West Leigh Colliery Co ld
Re Storey's Settlement Rushton v Storey
Victors ld (in liquidation) v Lingard
Shepherd's Dairies ld v Payne
Forster v National Amalgamated Union of Shop Assistants, Warehousemen & Clerks
Gregory v Wilcock
Re G W Trivass, dec Trivass v Trivass
Hall v Stirling
Hall v Samuels & Co
Hall v F Lawrence ld
Sampson v Radcliffe
Guy-Pell v Foster
Suckling v Suckling
Blamey v Biscoe
Monro v Aisher
Williams v Stubbs
Andrade v Lord
Higgins v Hall
Re Companies (Consolidation) Act, 1908 & re The Mediterranean Asbestos Quarries ld
Att.-Gen. v Hornsey Borough Council
Att.-Gen. v Woolcombers ld
Cook v Arnold
Winston v Wiggett
Wiggett v Winston
Re Trade Marks Acts, 1905 to 1919 Re Savage's Trade Mark
Dawson v Hall
Raymond v G Wimpey & Co ld
Groedel v Administrator of Hungarian Property
Chamberlayne v Chamberlayne
Layzell v Thompson
Re Companies (Consolidation) Act, 1908 & re Nothard, Lowe & Wills
Muncey v Palace Gates Estates Co ld
Drake v Godden
Munro v Bremner
Taylor v Robson
Evans v Evans
Holmes v Wanklin
Barnes v Wray
The Princess Royal Colliery Co ld v The Park Colliery Co ld
Prof. Dr. G Jaeger v The Jaeger Co ld
Arnott v The Anglo-Oriental General Investment Trust ld
Gifford v Dent
Grieve v Baker
Alexander v Idle
Stocks v Westcombe
Tranter v Willson
Cleave v Rich
Wontner-Smith v Zielinski
Ferguson v Abram Allware ld
J Henry Schroder & Co v The Administrator of German Property
Peachey v Pass
Durham v Reid, Price & Co ld
H.M. Att.-Gen. v Barnes
Cox v Constant
Martin v Allery
McCabe v Hawkins
Moore v Taylor
Ward (Yarns) ld v Hickling
Westminster Bank ld v Jacobs
Cole v Alliance Box Co ld
Same v Same
Trustee of Dickinson (a Bankrupt) v Lord
Plantation Rubber Manufacturing Co ld v Dessau
Hood-Bars v Frampton, Knight & Clayton
Hopewell v Keitch
Lister v Byrne
Hardman v Sandford
Humphreys v Hebdon
The Builders Accident Insce ld v Holloway Bros (London) ld
Roberts v Hemmings
Bell v Craston
Leach v Outdoor Amusements ld
Barclay, Perkins & Co ld v Union Cold Storage Co ld
Franklin v Same
Williams v Mundy
Re Eustace Krog & Co ld Owston v The Company
McGillivray v Italia House ld
Kilpatrick v Brooks
Toogood v Drewitt
Cox v Wood & Lempriere and Hunter
The Photochrom Co ld v H & W Nelson ld
The Burlington Property Co ld v Meux's Brewery Co ld
James v Evans
Duce v Crew
Durston v Brentwood U.D.C.
Horlick v Scully
Gerdes v Slight
Keyser v Hemmings
W E Baxter ld v Verrall
Wheeler v Wheeler
Tecalemit ld v Ex-A-Gun ld
Same v Ewarts ld
The United States of America v Handley Page ld
De Brath v B Lipton ld
Nuttall v Hallett
Trew v Trew
Ellis v Martin
Re Bennett, dec Noonan v Loryman
The Conishead Priory Hydropathic Co ld v Wishart & Gibson
Hague v Jackson
Sorenson v Brunskill
Nichols v Nichols
B H T & Co ld v Hobbies ld
Curzon v Livermore
Metcalfe v Metcalfe
Miller-Bryant Pierce v Kado ld
Re Trade Mark, No. 457,321 and Re Trade Marks Acts, 1903 to 1919
Fitch & Son ld v Whyte Ridsdale & Co ld

Before Mr. Justice TOMLIN.

Retained Matters.

Petitions.

Rogers v Walcott (s.o. generally)
Rogers v Bumsted (s.o. generally)
Bumsted v Bumsted (s.o. generally)
Exparte The Midland Ry Co & Re Parkhurst (s.o. generally)
Rowland v Bingley

Adjourned Summons.

Re Jones, dec Rees v Jones (with witnesses)

Assigned Petition.

Re John Evans James' Letters Patent and re Patents and Designs Acts

Assigned Adjourned Summonses

Re Martineau's Patent & re Patents & Designs Acts (with witnesses) (s.o.)
Re Peter's Patent & re Patents & Designs Act (s.o. generally)

Causes for Trial.
(With Witnesses).

Wilson v Pickard (not before Nov 1)
Schoenfeld v Whitehead
Sinden v Craven
Sharp v Sharp
Busby v Avgherino
D Napier & Son ld v Ridley
Turner v Richards, Richards & Co ld
Re Wood, dec Wood v Wood
Graigola Merthyr Co ld v Swansea Corpn
Re Lear Lear v Lear
Wellbeloved v Parkins
Safveans Aktie Bolag v The Ford Motor Co (England) ld
Gifford v Palser
Wilkins v Wilkins
Re Northcliffe Owen v Rothermere
Waite & Waite v Simkin
Bott v Goddard
Gough's General Distributing Co ld v J R Wood & Co ld
Fitzmaurice v The City & County Private Finance Co ld
Smith v Tsakyris
Att.-Gen v Hargreaves
McMaking v Wilcox
Gant v B S Lyle ld
Davies v Evans
Ffoulkes v Thompson
Prorace ld v Le Brasseur Surgical Manufacturing Co ld
N V Frelat Export Mattschappij v Zealander
Galais v The Majestic Insce Co ld
Rendlesham v Boynton
Lewis v Walker
Lee v Lifton
Nat Glass Co ld v Internat Bottle Co ld
Stewart v Errington & Martin ld
Aman v Royal Nat Lifeboat Institution
Beech v Stauffer
Simon v Millwall Engineering Co ld
Leach v Young
Vickery v Finch
Re Tate Meaker v Harris and Valentine
Re Marshall Marshall v Marshall
Edelsten v Merson
Bond v Walker
Jackson v Jackson
William Roberts & Co (Bristol) ld v Roberts
The Scott Paper Co v Drayton Paper Works ld
Fowler v Garrad
Caird v New Zealand Shipping Co ld
Same v Federal Steam Navigation Co ld
Hurley v Hearts of Oak Life & General Assce Co ld
Turner v Atlas
Beare v James
Noilly, Prat & Cie v Union of Commerce ld
Whitwell v Autocar Fire and Accident Insce Co
Minton Senhouse v Duncan
Landauer v Walter
Re Cogswell & Harrison ld Harrison v The Company
Re Macdonald Moore v Lindsay
Russell v Russell
MacVie v Siddall
Waller v Morgan
Mann v Hamilton
Bargate & Co ld v Larkin
Re Tahourdin's Trusts Tahourdin v Tahourdin
Scrase's Brewery ld v The Southampton Transport Workers Social Club & Institute ld
East Kent Colliery Co ld v Thomas
Kent Silk Mills ld v Ferinando
Cook v Deacon
Downs v Currall
Winchester v Emms
Larkin v Bargate
Williams v Barton
Curzon v Alexander
Francis Adams ld v Vincent

APPEALS AND MOTIONS IN BANKRUPTCY.

Appeals from County Courts to be heard by a Divisional Court sitting in Bankruptcy, pending July 31st, 1926.

Re Levin Expte B Levin, The Debtor v A J Adams, the Trustee (s.o. generally)
Re Wait Expte The Trustee v Frank Shearn & Co ld
Re a Debtor (No. 1 of 1926) Expte The Debtor v The Petitioning Creditor and The Official Receiver
Re Morgan Expte The Trustee v The Commissioners of Inland Revenue

Motions in Bankruptcy for hearing before the Judge, Pending July 31st, 1926.

Re Baldwin Expte The Official Receiver (to commit Debtor)
Re Ames Expte The Trustee v A F Wilson
Re Ellis Expte The Trustee (for directions)
Re Mathieson Expte Sir H J de C Moore, The Trustees v E M Mathieson & ors
Re Williams Expte R F Nelson v The Trustee.
Re Clark Expte The Official Receiver, The Trustees v W S Clark
Re Rymer Expte W Rowley, Th Trustee v F C Denison
Re Williams Expte J M Burtenshaw, The Trustee v Bower Williams & ors
Re Smith Expte G W Thomas v L R Dicksee, The Trustee
Re Wheeler Expte New Prince (1924) ld, Piccadilly v F W Davis, The Trustee
Re Douglas Expte H Holmes, The Trustee v R C Bartlett (s.o. generally)

KING'S BENCH DIVISION

MICHAELMAS SITTINGS, 1926.

CROWN PAPER.

For Argument.

The King v Special Commrs of Income Tax
The King v Special Commrs of Income Tax
Jones v Harris
George Wilks ld v Middlewich U D C
Riverside Mill Co ld v Hart
Wing v Soar
Outerbridge v Outerbridge
Smith v Skidown
Smith v Johnson
Davies v Thomas
Swayne v Howells & anr
Ogden v Fawthrop
Leyton U D C v Wilkinson
Kingsbury v Director Public Prosecutions
Balmforth v Chadburn & anr
Sharp v Sparkes
Mills v Penrice
London C C v Hunt
Bright v Rees
Heath v Baker
Webster & ors v Minister of Health
Baldero & anr v Rolph
The King v Salisbury & Fordingbridge Drainage District Board
Overseers of the Poor of Waen in the County of Flint v. Lloyd & ors
The King v Grain
Rees v Jones
Patterson v Clapham
Manufacture Likino de Smitnoff v Blessig, Braun & Co (special case under s. 19 of Arbitration Act, 1889, July 15)
The King v JJ of Leicester
The King v Pope & anr
Jones v Evans
Att-Gen v Pizzey
The King v Bedwelty Union Assessment Committee
The King v Smith, Esq & ors, JJ of Norfolk
Cameron v Wadmore
Forster v Star Tea Co ld
The King v Roberts
Pointing v Wilson
Robbins v Graves
Bowen v Wilson
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CIVIL PAPER.

For Hearing.

Austin v Elkan (Wandsworth County Court)
Wahler v Nat Publishing & Associated Organisations ld (Houle Garnishee) (Westminster County Court)
London Steamship & Trading Corpn ld v Russian Volunteer Fleet
Walker Bros v Cashmore
Whelton v Leppard (West London County Court)
Rowland, Winn ld v The Lancashire & General Assurance Co ld (Leeds County Court)
Megaw v Farnol & ors
Smith v Wheatley & anr (Coventry County Court)
Bulstrode, Pimm & Co ld v F W Brown ld
Gratton v Gratton (Kingston County Court)
Robinson, Fisher & Harding v Behar (West London County Court)
Fontaine v L G O Co ld (Marylebone County Court)
Winter v Green (Stratford-on-Avon County Court)
Moss v Whiteman (Mayors & City of London Court)
In the matter of the Rules of the Supreme Court, 1883, and In the matter of an appln by the City of Santos Improvements Co ld for relief against the claims of the Gen Engineering Co (Radcliffe) ld and A G Brown to certain moneys (Manchester District Registrar)
Lemon v Pollard (Bath County Court)
Sucilie v Tottenham Education Committee (Edmonton County Court)
Evans & anr v Musk
Milton v Pickering & anr (Brighton County Court)
Bailey v Barrett (Bloomsbury County Court)
Thomas v Wainwright (Llanelly County Court)
Roberts v Anglo-Saxon Insce Assoc ld
Wilson v Flint (Leicester County Court)
Nettlefold & Sons ld v Burwell Manufacturing Co (Clerkenwell County Court)
Wise v Diamant
Metcalfe v Boyce (Yatton County Court)
Hobbies ld v B H T & Co ld (Southwark County Court)
Elvy, Robb & Welch v Simkin (Clerkenwell County Court)
Hecht & anr v Pougher & Sons (Birmingham County Court)
Wilkinson v Smith (Rochdale County Court)
Charles Bradbury ld v Read (Westminster County Court)
Watney, Combe, Reid & Co ld v Lamb (Brentford County Court)
Fleming v Clark (Hampshire County Court)
Little v Mason & Wood ld (Chester County Court)
Redmond & anr v Griver (Shoreditch County Court)
Guardians of the Poor of Wandsworth Union v Richmond (Wandsworth County Court)
Roberts v Evans (Carnarvon County Court)
Jackson & anr v Manger & Son ld (Shoreditch County Court)
In the matter of an Agreement made between G R Herbert Stringer, a Solr of the Supreme Court, and Elizabeth Reeve
Birmingham, Tame & Rea District Drainage Board v Sams & anr
Granville v Thompson (Redhill County Court)
Lander v Dowdeson (Mayor's & City of London Court)
Fleming & anr v H H Stark ld (Whitechapel County Court)
Peacock v Radburn (Wandsworth County Court)
Varcoe & anr v Morcom (St. Austell County Court)
Russian Volunteer Fleet v London Steamship & Trading Corpn ld
Hallam v Reubin (Birmingham County Court)
Harris & Co v Burch (Shoreditch County Court)
David Allen & Sons ld v Crossley (Wandsworth County Court)
Mineral Transport Co v Barnett & Co
Hibbard v Harvey (Yatton County Court)
Putsman v Taylor (Birmingham County Court)
W F Stanley & Co ld v Parr (Woolwich County Court)
Speeding, Marshall & Co ld v Wilhelmsen
London Stationery Co ld v Forbes & anr (Mayor's & City of London Court)
Duff v Anderson
Lamb v Musselwhite & Son (Epsom County Court)
Stockton v Ronchetti (Southwark County Court)
Gabela v Vergottis & Co
Lewis & Peat ld v Catz American Co (Inc.)
Jacobs v Jacobs (Woolwich County Court)
Lawrence v Hayes (Bishop's Stortford County Court)
Hamilton v Wolfe
Maclachlan v Maclachlan (Portsmouth County Court)
Lock v Ewin (Lambeth County Court)
Northwood & anr v London County Council
Roadmaker & Co ld v Otten

SPECIAL PAPER.

J T Levitt ld v Hornsea U D C
Same v Same
Sir Robert McAlpine & Sons v Lord Mayor &c. of Manchester
Napier v Dexters ld
Same v Same
Gale v Motor Union Insce Co
Loyst v Gen Accident Fire & Life Assce Corpn ld
Ropner Shipping Co ld v Cleeves Western Valleys Anthracite Collieries ld
Roberts & Wife v Equitable House Property Co ld
Premier Oil Extracting Mills ld v Zwaardemaker Trading & Industrial Co
Jones v Licenses & General Insce Co ld
Connell & Grace ld v London & Northern Trading Co ld

MOTION FOR JUDGMENT.

Bank of Italy (San Francisco) v Busch & ors

REVENUE PAPER.

ENGLISH INFORMATION.

Att-Gen and Claud Effie Bergin
Atto-Gen and The London & North Eastern Ry Co & ors

CASES STATED.

The Charterland & General Exploration & Finance Co ld and The Commrs of Inland Revenue
Sir R Ropner & Co ld (on behalf of the Owners of the Steamship "Maltby") and H M Slatter (H.M. Inspector of Taxes)
The Devon Mutual Steamship Insce Assoc and F W Ogg (H.M. Inspector of Taxes) pt hd
Herman David, Junr and Louis David and W S Ostler H.M. Inspector of Taxes)
Short Bros ld and The Commrs of Inland Revenue
The Alabama Coal, Iron, Land & Colonization Co ld and W Mylam (H.M. Inspector of Taxes)
Ernest Terah Hooley and Sidney Harold Bladow (H.M. Inspector of Taxes)
The Commrs of Inland Revenue and The City of Buenos Ayres Tramways Co (1904) ld
The Madras & Southern Mahratta Ry Co ld and The Commrs of Inland Revenue
The Mutual Porperty Insce Co ld and The Commrs of Inland Revenue
J Crawford (H.M. Inspect or Taxes) and James Fenton Breen and James Tayl r (carrying on business as "James Breen")
H A West (H.M. Inspector of Taxes) and Robert Barbour
The Sunderland Shipbuilding Co ld and The Commrs of Inland Revenue
H Ford & Co ld and The Commrs of Inland Revenue
Birt, Potter & Hughes ld and The Commrs of Inland Revenue
The Marie Celeste Samaritan Soc of the London Hospital and the Commrs of Inland Revenue
Michael Faraday Rodgers & Eller and H G Carter (H.M. Inspector of Taxes)
The Commrs of Inland Revenue and The Darlington Wire Mills ld
The Commrs of Inland Revenue and Stagg & Mantle ld
The Commrs of Inland Revenue and Loders & Nucoline ld
Thomas Borthwick & Sons ld and P O Nolder (H.M. Inspector of Taxes)
Lambert Bros ld and The Commrs of Inland Revenue
R P Houston & Co and the Commrs of Inland Revenue
The Rt Hon Bentley Lyonel John Tollemache and The Commrs of Inland Revenue
M Jacobs Young & Col ld and E W Harris (H.M. Inspector Taxes)
A G Knight (H.M. Inspector of Taxes) and Wirksworth Gas Light and Coke Co ld
The Commrs of Inland Revenue and The Trustees of the Roberts Marine Mansions
J F Grainger (H.M. Inspector of Taxes) and Miss W Singer
H J Huxham (H.M. Inspector of Taxes) and J T T Johnson
The Commrs of Inland Revenue and The Bridge Colour Co ld
G D Smith and F E Shaw (H.M. Inspector of Taxes)

DEATH DUTIES—SHOWING CAUSE.

In the Matter of Arthur George Earl of Wilton, dec
In the Matter of John William Atkinson, dec
In the Matter of George Eli North, dec
In the Matter of Annie Sharpe, dec
In the Matter of George Bone, dec
In the Matter of Clara Reeve, dec and A H Wickenden, dec

PETITION UNDER THE FINANCE (1909-10) ACT, 1910.

J Lyons & Co ld and The Commrs of Inland Revenue (In re "The Corner House Restaurant," Rupert-street, W.)

PETITION UNDER THE FINANCE ACT, 1894.

In re Samuel Thornley, deceased

PETITION UNDER THE LICENSING (CONSOLIDATION) ACT, 1910.

Archibald Arrol & Sons ld and The Commrs of Inland Revenue (In re "Hendon Tavern," 34, Hendon-road, Sunderland)